

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Housing Authority of the City of Bessemer</u> PHA Code: <u>AL125</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2011</u>
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>1,346</u> Number of HCV units: <u>469</u>
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only
4.0	PHA Consortia <i>N/A</i> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update. <i>NOT APPLICABLE</i>
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: <i>NOT APPLICABLE</i>
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <i>NOT APPLICABLE</i>
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: <p>The following PHA Plan elements marked '<u>R</u>' have been REVISION since the last Annual Plan submission by the Housing Authority of the City of Bessemer. <u>N/R</u> denotes NO REVISION and <u>N/A</u> denotes NOT APPLICABLE</p> <ul style="list-style-type: none"> <u> R </u> 903.7(1) Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures <u> R </u> 903.7(2) Financial Resources <u> R </u> 903.7(3) Rent Determination <u> R </u> 903.7(4) Operation and Management <u> N/R </u> 903.7(5) Grievance Procedures <u> N/R </u> 903.7(6) Designated Housing for Elderly and Disabled Families <u> N/R </u> 903.7(7) Community Service and Self-Sufficiency <u> R </u> 903.7(8) Safety and Crime Prevention <u> R </u> 903.7(9) Pets <u> N/R </u> 903.7(10) Civil Rights Certification <u> R </u> 903.7(11) Fiscal Year Audit <u> N/R </u> 903.7(12) Asset Management <u> R </u> 903.7(13) Violence Against Women Act (VAWA) (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and

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Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

The Bessemer Housing Authority (BHA) FY 2011 Annual PHA Plan, revised policies or program changes (including attachments) are available for public review and inspection at locations listed below for the main administrative office of the BHA, the BHA development management offices, the main office of the of the local government, and the public library.

LOCATION	ADDRESS	HOURS
BHA Central Office	1515 Fairfax Avenue South Bessemer, AL 35021-1390	7:30 AM to 4:30 PM
Braswell Homes	610 35 th St. N. Bessemer, AL 35020	7:30 AM - 4:30 PM
Kate Waller Homes	1100 5 th Ave., N. Bessemer, AL 35020	7:30 AM - 4:30 PM
Sunset Homes	1003 34 th St., N. Bessemer, AL 35020	7:30 AM - 4:30 PM
Davis Heights and Asbury Howard	624 22 nd St., S. Bessemer, AL 35020	7:30 AM - 4:30 PM
Southside Homes	2501 Clarendon Ave. Bessemer, AL 35020	7:30 AM - 4:30 PM
Hillside Homes and J. I. Cobb Gardens	3351 Clarendon Ave., S. Bessemer, AL 35020	7:30 AM - 4:30 PM
Thompson Manor	1520 Exeter Ct. So. Bessemer, AL 35020	7:30 AM - 4:30 PM
Bessemer, AL Mayor's Office	1800 3 rd Avenue, North Bessemer, AL 35020	8:00 AM - 5:00 pm
Bessemer Public Library	400 North 19 th Street Bessemer, AL 3520	9:00 AM - 8:00pm Mon & Thu 9:00 AM - 6:00 PM Tue & Wed 10:00 AM - 4:00 PM Sat Closed Sunday

6.0 PHA Plan Elements

903.7(1) Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures *REVISION*

A. Public Housing

Public Housing policies that govern resident or tenant eligibility, selection and admission (including preferences), unit assignment, procedures to maintaining waiting list for admission to public housing and site-based waiting lists (if applicable) follow.

(1) Eligibility

The Housing Authority verifies eligibility for admission to public housing by selecting families in sufficient quantity to meet current vacancy/occupancy needs.

The PHA uses the following non-income screening factors to establish eligibility for admission to public housing:

- Criminal or Drug-related activity
- Rental history
- Housekeeping

The Housing Authority requests criminal records from which of the following agencies for screening purposes.

- Local law enforcement agencies
- State law enforcement agencies

(2) Selection and Assignment

Selection for admission to public housing shall be made from the PHA's current waiting list in accordance with date and time of application and applicable preference(s) as follows.

(3) Preferences

The PHA does not plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of the median area income.

All transfers must be either for:

- Health reasons;
- Relocation to an appropriate sized unit
- Approved convenience transfers; or
- Initiated by the BHA due to modernization work and/or other good

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cause as determined by the BHA.

Priority transfers are listed below:

1. BHA mandated and transfers for reasons of health as described above are mandatory transfers and take priority over new admissions.
2. Other BHA initiated transfers are high priorities; the Executive Director has discretion to determine when these transfers should take precedence over admissions.
3. Convenience transfers **are not** high priority and **do not** take priority over new admissions.

Within each priority type, transfers will be ranked by date. (See ACOP for full disclosure of Transfer Procedures.)

Preferences establish the order of placement on the waiting list, and will only be granted to applicants who are otherwise qualified and who at the time of the unit offer (prior to execution of lease) meet the definitions of the preferences described fully in the Admissions and Continued Occupancy Policy (ACOP).

BHA has established and will employ the following admission preferences for admission to public housing with Preference 1 being the highest priority and Preference 7 being the lowest priority.

NOTE: Income targeting requirements shall take precedence over all Preferences.

Priority

Preference

Preference 1:

Natural Disaster (PH Resident)

This selection preference is for a public housing family or individual in the City of Bessemer or another jurisdiction, affected by a federal and/or state natural disaster.

Preference 2:

Natural Disaster (Non PH Resident)

This selection preference is for all other families or individuals affected by a federal and/or state declared natural disaster.

Preference 3:

Displaced – individuals or families displaced within the City Limits of Bessemer

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This selection preference is for individuals or families displaced by government action (i.e. required to move by level of government: federal, state or local), refugees as defined by federal law; and individuals (within the City limits of Bessemer, Alabama) displaced due to the inaccessibility of a unit including fire/flood or other casualty to the unit; and/or HUD disposition of a HUD multi-family project, or individuals displaced by domestic violence.

Preference 4: Veterans

This selection preference is for an individual who has served on active duty in the U. S. Army, Navy, Air Force, Marine Corps, or Coast Guard, but for not less than ninety days active service and no longer on active duty. Persons who have served in the National Guard or Military Reserves are classified as veterans only if they have been called or ordered to active duty.

The veteran preference shall include the spouse, surviving spouse, dependent parent or dependant child of a veteran and the divorced spouse of a veteran who is legal guardian of a child of the veteran.

Preference 5: Working Full-Time

To qualify for this selection preference, the head-of-household, spouse, or sole member of the family must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) at the time of application and at the time of unit offer. (See additional qualification criteria for this preference in the BHA ACOP.)

NOTE: A head-of-household, spouse or sole member aged 62 or older, or a person with disabilities is eligible for this preference. Also persons receiving unemployment.

Preference 6: Working Part-Time

To qualify for this preference, the head-of-household, spouse, or sole member of the family must work for wages, commission, or other consideration of value, and demonstrate part-time employment (20 hours to 31 hours per week) at the time of application and at the time of unit offer. (See additional qualification criteria for this preference in the BHA ACOP.)

NOTE: A head-of-household, spouse or sole member aged 62 or older, or a person with disabilities is eligible for this preference.

Preference 7: Job Training and other Certified Development Programs

To qualify for this preference, the head-of-household, spouse, or sole member of the family must be participating in an education or employment program funded by HUD, the Workforce Investment Board, or any other federal, state, or local organization whose primary purpose is to prepare low and very low income individuals for economic independence or family self-sufficiency. Such participation must be for a minimum of twenty (20) hours per week, and must be verified in writing by the program provider.

NOTE: Applications will be reviewed and placed in consecutive order by each preference category, date/time stamped, and assigned accordingly. If an applicant qualifies for more than one preference, the applicant will be placed in the highest preference category on the waiting list.

Among applicants on the waiting list with equal preference status selection is made by date and time of application.

In relationship of preferences to income targeting requirements, the pool of applicant families ensures that the PHA will meet income targeting requirements.

Special Circumstances Preferences:

These preferences apply only to specific units;

- For one bedroom/efficiency units; elderly, disabled families and displaced persons over single persons.
- The PHA has designated Thompson Manor as an elderly-only development in accordance with HUD regulations, and will only offer available units for occupancy to elderly and disabled families 62 years or age or older.
- The PHA has designated specific buildings in the Southside Homes development for occupancy by elderly, near-elderly and disabled families only.

(4) Unit Assignment

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Applicants are ordinarily given two (2) or more vacant unit choices before they fall to the bottom of, or are removed from the waiting list. This policy is consistent across all waiting list types. (See ACOP for details of unit offers.)

(5) Maintaining Waiting List

It is the policy of the Housing Authority of the City of Bessemer that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- Type and size of unit needed (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- Applicant preference or priority; and
- Date and time the application is received

Interested persons may apply for admission to public housing at the PHA Main Administrative Office located at 1515 Fairfax Avenue South, Bessemer, AL 35020.

The Bessemer Housing Authority does not plan to operate any site-based waiting lists.

(6) Occupancy

Applicants and residents may use the following reference materials to obtain information about the rules of occupancy of public housing.

- The PHA-resident lease
- PHA briefing seminars or written materials

Residents must notify the PHA of changes in family composition:

- At an annual reexamination and lease renewal
- At any time family composition changes (within 10 days of change)

(7) Deconcentration and Income Mixing

The PHA has performed its annual deconcentration and income mixing analysis to determine if the PHA has any general occupancy public housing developments covered by the deconcentration rule. The analysis results follow:

The PHA does have general occupancy public housing developments covered by the deconcentration rule.

The following covered developments have average incomes that fall below the Established Income Range.

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Deconcentration Policy for Covered Developments			
Development Name:	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]
Braswell Homes	172	D. The income characteristics of the Covered Development or Developments are sufficiently explained by other circumstances.	
Southside Homes	398	D. The income characteristics of the Covered Development or Developments are sufficiently explained by other circumstances	

B. Section 8

Section 8 HCV policies that govern participant eligibility and selection for assistance (including preferences), and procedure for maintaining waiting list.

(1) Eligibility

The PHA conducts screening to the extent of:

- PHA checks all criminal records through a private vendor.

The Housing Authority requests criminal records from the following enforcement agencies for screening purposes:

- Local law enforcement agencies

The PHA shares the following information with prospective landlords:

- Prior landlord information
- Tenancy history regarding rent payment or damage history

(2) Waiting List Organization

The Housing Authority of the City of Bessemer's waiting list for the section 8 tenant-based assistance is not merged with any other program waiting list.

Interested persons may apply for admission to section 8 tenant-based assistance at:

- PHA property as designated at time of process.

(3) Search Time

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The PHA does give extensions on standard 60-day period to search for a unit as follows:

- Medical excuse
- When they can show/prove they have been searching

(4) Admissions Preferences

The PHA does not plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of the median area income.

The PHA plans to employ the following admission preferences for admission to section 8 tenant-based assistance:

Priority

Preference

Preference 1:

Displaced

This preference is for individuals or families displaced by government action (i.e. required to move by level of government: federal, state or local), evacuees (as defined by federal law), and individuals displaced due to the inaccessibility of a unit including fire/flood or other casualty to the unit; and/or HUD disposition of a HUD multi-family project, or individuals displaced by domestic violence.

Applicants claiming this preference will be required to provide documentation from a federal, state or local agency that clearly verifies information in regard to the preference.

Preference 2:

Veterans

This preference is an individual who has served on active duty in the U. S. Army, Navy, Air Force, Marine Corps, or Coast Guard, but not less than ninety days active service and is no longer on active duty. Persons who served in the National Guard or Military Reserves are classified as veterans only if they have been called or ordered to active duty.

The veteran preference shall include the current spouse, surviving spouse, dependent parent or dependant child of a veteran and the divorced spouse of a veteran who is legal guardian of a dependent child of the veteran.

NOTE: To qualify as a surviving spouse the applicant must have been married at the time of the veteran's

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death and never remarried.

Applicants claiming this preference will be required to provide U. S. Government documents which indicate that the applicant qualifies under the above definition before admission to the program.

Preference 3: Working Full-Time

To qualify for this selection preference, the head-of-household, spouse, or sole member of the family must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) at the time of application and at the time of unit offer. (See additional qualification criteria for this preference in the BHA Section 8 Administrative Plan.)

NOTE: A head-of-household, spouse or sole member aged 62 or older, or a person with disabilities is eligible for this preference.

Preference 4: Working Part-Time

To qualify for this preference, the head-of-household, spouse, or sole member of the family must work for wages, commission, or other consideration of value, and demonstrate part-time employment (20 hours to 31 hours per week) at the time of application and at the time of unit offer. (See additional qualification criteria for this preference in the BHA Section 8 Administrative Plan.)

NOTE: A head-of-household, spouse or sole member aged 62 or older, or a person with disabilities is eligible for this preference.

Preference 5: Job Training and other Certified Development Programs

To qualify for this preference, the head-of-household, spouse, or sole member of the family must be participating in an education or employment program funded by HUD, the Workforce Investment Board, or any other federal, state, or local organization whose primary purpose is to prepare low and very low income individuals for economic independence or family self-sufficiency. Such participation must be for a minimum of twenty (20) hours per week, and must be verified in writing by the program provider.

Additionally, the BHA may, from time to time, certify other programming that may qualify for this preference.

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NOTE: Applications will be reviewed and placed in consecutive order by each preference category, date/application number, and assigned accordingly.

Among applicants on the waiting list with equal preference status selection is made by date and time of application.

In relationship of preferences to income targeting requirements, the pool of applicant families ensures that the PHA will meet income targeting requirements.

(5) Special Purpose Section 8 Assistance Programs

The policies governing eligibility, selection and admissions to any special-purpose section 8 program administered by the PHA are contained in the following documents or other reference materials:

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

The PHA announces the availability of any special-purpose section 8 program to the public through:

- Published notices

903.7(2) Financial Resources **REVISION**

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Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2011 grants)		
a) Public Housing Operating Fund	4,284,500.00	
b) Public Housing Capital Fund	2,405,500.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,915,729.00	
f) Resident Opportunity and Self- Sufficiency Grants		
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)		
HCV Family Self Sufficiency (FSS)	54,732.00	FSS Program Coordinator
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	790,529.00	Housing Operations
4. Other income (list below)		
Interest	20,000.00	Housing Operations
Misc. – Pest Control, Late Fees, Maintenance Charges	80,000.00	Housing Operations
5. Non-federal sources (list below)		
Total resources	10,550,990.00	

903.7 (3) Rent Determination Policies *REVISION*A. Public Housing(1) Income Based Rent Policies

a. Use of discretionary policies

The PHA will not employ any discretionary rent-setting policies for income based rent in public housing.

b. Minimum Rent

Bessemer Housing Authority has established a minimum rent of \$50.00 for the public housing program.

c. Rents set at less than 30% than adjusted income

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The PHA does not plan to charge rents at a fixed amount or percentage less than 30% of adjusted income.

d. The PHA does not plan to employ any discretionary (optional) deductions and/or exclusions policies.

e. Ceiling rents

BHA has ceiling rents set for all of its developments. The ceiling rents were arrived at taking into consideration the following:

- Market comparability study
- Fair market rents (FMR)

f. Rent re-determinations:

Between income reexaminations tenants must report changes in income or family composition to the PHA as follows, such that the changes result in an adjustment to rent.

- Ten (10) days from the date of the change in income or family composition

g. The PHA does not plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year.

(2) Flat Rents

In setting the market-based flat rents, the PHA used the following sources of information to establish comparability.

- Survey of similar unassisted units in the neighborhood

B. Section 8 Tenant-based Assistance

(1) Payment Standards

The BHA payment standard is at 100% of FMR.

BHA reevaluates the payment standards for adequacy annually and considers the following factors in its assessment of the adequacy:

- Success rates of assisted families
- Rent burdens of assisted families
- HUD funding

(2) Minimum Rent

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Bessemer Housing Authority has established a minimum rent of \$50.00 for the section 8 housing choice voucher program.

903.7(4) Operations and Management **REVISION**

(1) PHA Management Structure

- a. A brief description of the management structure and organization of the PHA

ORGANIZATIONAL CHART CURRENTLY BEING REVISED
Will be provided at a later date.

- b. HUD Programs Under PHA Management

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1230*	132
Section 8 Vouchers	469	30
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	N/A	N/A
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	N/A
Other Federal Programs(list individually)	N/A	N/A

* Units occupied as of 07/01/10

903.7(5) Grievance Procedures **NO REVISION**

903.7(6) Designated Housing for Elderly and Disabled Families **NO REVISION**

903.7(7) Community Service and Self-Sufficiency **NO REVISION**

903.7(8) Safety and Crime Prevention **REVISION**

Bessemer Housing Authority has expanded our interaction with the Police Department including regularly scheduled meetings. The BHA’s plan for safety and crime prevention to ensure the safety of the public housing residents is addressed below.

A. Need for measures to ensure the safety of public housing residents:

- 1. Description of the need for measures to ensure the safety of public housing residents includes the following:
 - Residents are fearful for their safety and/or the safety of their children
 - Observations of lower-level crime, vandalism and/or graffiti

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- People on waiting list are unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
2. Information or data used by the PHA to determine the need for PHA actions to improve safety of residents included:
 - Safety and security survey of residents
 - Analysis of crime statistics over time for crimes committed “in and around” public housing authority
 - Resident reports
 - PHA employee reports
 - Police reports
 3. The following developments are most affected.
 - Sunset Homes
 - Southside Homes
 - Braswell Homes
 - Davis Heights
- B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year:
1. Below is a list of crime prevention activities the PHA has undertaken or plans to undertake:
 - Crime Prevention Through Environmental Design
 - Volunteer Resident Patrol/Block Watchers Program
 2. Developments that are most affected.
 - Sunset Homes
 - Southside Homes
 - Braswell Homes
 - Davis Heights
- C. Coordination between PHA and the police
1. Below is a description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities:
 - Police are involved in development, implementation, and/or ongoing evaluation of drug-elimination plan
 - Police are providing crime data to housing authority staff for analysis and action
 - Police have established a physical presence on housing authority property (e.g., community policing office)
 - Police regularly meet with the PHA management and residents
 - Agreement has been established between PHA and local law

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enforcement agency for provision of above-baseline law enforcement services

2. The following developments are most affected.

- Sunset Homes
- Southside Homes
- Braswell Homes
- Davis Heights

903.7(9) Pets *REVISION*

The Bessemer Housing Authority's revised Pet Policy (attachment al125h01) is presented to the residents as a Dwelling Lease Addendum.

903.7(10) Civil Rights Certification *REVISION*

The PHA has examined its programs and proposed programs to identify any impediments to fair housing choices, has addressed those impediments in a reasonable fashion, and is working with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing. The PHA assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

The PHA has taken the following specific actions to Affirmative Further Fair Housing in its public housing and Section 8 assistance programs.

The PHA will not, on the grounds of race, color, creed, sex, religion, age, disability, national origin or familial status:

- Deny a person or family admission to housing or assistance;
- Provide housing which is different than that provided others, except for elderly and/or disabled where accessibility features may be required;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with housing programs;
- Treat a person differently in determining eligibility or other requirements for admission or assistance;
- Deny any person access to the same level of services provided to others;
- Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing programs.

The PHA will not intimidate, threaten or take any retaliatory action against any applicant, resident, or participant because of a person's participation in civil rights activities or assertions of civil rights.

HUD Fair Housing Posters are posted at the PHA main administrative office and at each development office in English and Spanish.

The PHA will ensure accessibility to offices to afford persons with disabilities the

<p>6.0</p>	<p>opportunity to apply for admission or assistance to the public housing programs.</p> <p>The PHA will make sure that all employees of the PHA are familiar with non-discrimination requirements, especially those employees who are involved in the admissions process.</p> <p>The PHA prominently displays a fair housing poster at each office where applications are taken and at each management office.</p> <p>The PHA’s policies and practices are designed to provide assurance that all persons with disabilities will be provided reasonable accommodations so that they can fully access and utilize the housing programs and related services.</p> <p>The PHA will identify and eliminate situations and /or practices that create barriers to equal housing opportunity for all.</p> <p>The PHA reviews its policies and procedures, at least annually, to assure compliance with all civil rights requirements.</p> <p>903.7(11) Fiscal Year Audit <i>REVISION</i></p> <p>The PHA is required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h)). The FY 2010 Audit is complete. There were two findings as a result of the audit. Findings are resolved with HUD. Refer to attached “Fraud Policy (al125d01)”.</p> <p>903.7(12) Asset Management <i>NO REVISION</i></p> <p>Pursuant to HUD regulations, the PHA has successfully converted to required asset-based management.</p> <p>903.7(13) Violence Against Women Act (VAWA) <i>REVISION</i></p> <p>BHA makes an effort to identify applicants displaced by act of domestic violence (see ACOP, Section VI, D, 2, Preference 3: “Displaced.”)</p> <p>BHA screens applicants’ conduct and criminal histories to identify individuals who have a history involving crimes of physical violence to persons or property and disturbance of neighbors.</p> <p>BHA makes referrals to appropriate counseling and enforcement entities for victims and to protect potential victims (child and adult).</p>
<p>7.0</p>	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition,</p>

Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.
*Include statements related to these programs as applicable. **REVISION***

a. HOPE VI or Mixed Finance Modernization or Development

The PHA has not received a HOPE VI revitalization grant.

The PHA does not plan to apply for a HOPE VI Revitalization grant in the Plan year.

The PHA will not be engaging in mixed-finance development activities for public housing in the Plan year.

The PHA will not be conducting other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement.

b. Demolition and/or Disposition

The PHA plans to conduct demolition or disposition activities in the plan Fiscal Year.

Activity Description:

Demolition/Disposition Activity Description	
1a. Development name: Hillside Homes	
1b. Development (project) number: AL125000-006	
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>	
3. Application status (select one)	
Approved <input checked="" type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>	
4. Date application approved , submitted, or planned for submission: 04/17/07	
5. Number of units affected: 160	
6. Coverage of action (select one)	
<input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: 03/03/2009	
b. Projected end date of activity: 06/30/2010	

c. Conversion of Public Housing

The previous planned conversion of Southside homes and Asbury Howard has been delayed until a future date.

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d. Comprehensive Modernization

Comprehensive Modernization of Public Housing Activity Description

- 1a. Development name: Thompson Manor
- 1b. Development (project) number: AL125-007

2. Coverage of action: Total Development

A Comprehensive Modernization project is well underway for Thompson Manor, the Authority's only "all elderly" site. Emphasis has been placed on green/energy efficiency standards, and 504 and ADA compliance to ensure required HUD mandates for elderly communities are met. Efforts will also include a Health Clinic and Medical Office as an addition to the existing community which includes the Property Management Office.

- 3. Timeline for activity:
 - a. Actual or projected start date of activity: 02/07/2011
 - b. Projected end date of activity: 07/31/2012

e. Homeownership

1. Public Housing

The PHA does not administer any homeownership programs for public housing.

2. Section 8 Tenant Based Assistance

The PHA does administer a homeownership program for Section 8.
Program Description:

The PHA will limit the number of families participating in the Section 8 homeownership option to 25 or fewer participants.

The PHA has established eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria.

f. Project-based Vouchers *REVISION*

Our agency manages the Jess Lanier Manor high-rise, a non-profit, new construction Section 8 Project Based Hi-Rise.

8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p>Attachment al125a01 Capital Fund Program Reports (50075.1) include the following:</p> <ul style="list-style-type: none"> - 2011 CFP Annual Statement - 2010 CFP Performance and Evaluation Report - 2009 CFP Performance and Evaluation Report - 2009 ARRA CFP Performance and Evaluation Report - 2008 CFP Performance and Evaluation Report - 2007 CFP Performance and Evaluation Report
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p>Required report is included as following attachment:</p> <ul style="list-style-type: none"> ▪ Capital Fund Program 5 Year Action Plan(2011-2015) - attachment al125b01
8.3	<p>Capital Fund Financing Program (CFFP). <i>N/A</i></p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being “no impact” and 5 being “severe impact”.</p> <p>According to the 2010-2014 Consolidated Plan, families in the Bessemer Housing Authority’s jurisdiction are greatly impacted by a lack of affordable housing.</p>

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance
 Public Housing
 Combined Section 8 and Public Housing
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	467		132
Extremely low income <=30% AMI	412	88%	
Very low income (>30% but <=50% AMI)	47	10%	
Low income (>50% but <80% AMI)	8	2%	
Families with children	256	55%	
Elderly families	25	5%	
Families with Disabilities	96	21%	
White	32	7%	
Black/African American	433	96%	
American Indian/Alaska Native	1	.002%	
Asian	1	.002%	
Native Hawaiian/Other Pacific Islander	0	0%	
Hispanic	2	.004%	
Characteristics by Bedroom Size (Public Housing Only)			
0 BR/1BR	203	43%	28
2 BR	115	25%	51
3 BR	109	23%	37
4 BR	30	6%	3
5 BR	10	2%	0
5+ BR	0	0	N/A
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: Effective 2/1/11 the waiting list is open for 0BR, 3BR, 4BR, & 5BR and for 1BR & 2BR applicants 62 years of age and older. How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

9.0

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	88		19
Extremely low income <=30% AMI	80	91%	
Very low income (>30% but <=50% AMI)	8	9%	
Low income (>50% but <80% AMI)	0	0	
Families with children	74	84%	
Elderly families	0	8%	
Families with Disabilities	14	16%	
White	2	2%	
Black/African American	86	98%	
American Indian/Alaska Native	0	0	
Asian	0	0	
Native Hawaiian/Other Pacific Islander	0	0	
Hispanic	0	0	

Characteristics by
Bedroom Size (Public
Housing Only)

1BR	N/A	N/A	
2 BR	N/A	N/A	
3 BR	N/A	N/A	
4 BR	N/A	N/A	
5 BR	N/A	N/A	
5+ BR	N/A	N/A	

Is the waiting list closed (select one)? No Yes

If yes:

How long has it been closed (# of months)? **55 months**

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

9.1 Strategy for Addressing Housing Needs. Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**

Strategies

Need: Shortage of affordable housing for all eligible populations

PHA shall maximize the number of affordable units available to the PHA within its current resources by:

- Employing effective maintenance and management policies to minimize the number of public housing units off-line
- Reducing turnover time for vacated public housing units
- Seeking replacement of public housing units lost to the inventory through mixed finance development
- Participating in the Consolidated Plan development process to ensure coordination with broader community strategies

PHA shall increase the number of affordable housing units by:

- Applying for additional section 8 vouchers should they become available
- Leveraging affordable housing resources in the community through the creation of mixed-finance housing

PHA shall conduct activities to affirmatively further fair housing

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units

Reason for Selecting Strategies

- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA

10.0 Additional Information. Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals.

The Housing Authority of the City of Bessemer has upheld our commitment of meeting the missions and goals of the Authority as specified in our 5-Year PHA Plan. To date, the Agency has continued as planned, to develop partnerships and program opportunities with various institutes and agencies to enrich the lives of our residents. BHA will seek opportunities for our Seniors, non-profit, and housing development interests.

As required by HUD, BHA has adopted the "Asset Management" business model for each Asset Model Project (AMP). The five core based elements that the Authority has adopted include Project-based Funding, Budgeting, Accounting, Management, and Oversight and Performance Assessments. Additionally, the Cost Model and new Operating Fund formula in which each AMP is assigned a model-generated Project Expense Level (PEL) to represent the estimated cost to operate their AMP (exclusive of taxes and utilities) is also in place. The Authority is charging reasonable management fees to AMPS and programs for Central Office costs and has constructed a fee-for-service model for any maintenance activities that are handled by the Central Office. This fee-income that BHA charges are treated as "local" and not program funds. Essentially BHA has fully demonstrated a successful conversion to Asset Management.

In fiscal year 2009, BHA was awarded a total of 5.3 million in Capital and Stimulus funding. The funds are currently being utilized for modernization projects at both family and elderly sites. Construction of the Hillside Homes family site is 70% complete. We anticipate completion of the rehabilitation of the 40 original Hillside units (which shall result in 50 new homes for rental) by September 2011. Design plans are also well underway for a Phase II, single-family homes site which will be up to 36 units.

The Neighborhood Stabilization Project (NSP) was a collaborative effort between the City of Bessemer and the Bessemer Housing Authority (BHA). The City of Bessemer was dramatically defunded because it failed to meet acquisition goals. Subsequently, BHA in accordance with the City of Bessemer, made the decision (with BHA board of Commissioners approval) to terminate the existing agreement with the City relative to the NSP Program.

On February 28, 2011, the Housing Authority of the City of Bessemer entered into an agreement with the Birmingham Health Care, Inc. (BHC) whereas the BHC shall provide primary health care services targeted toward the entire "Elderly" population in this area. Our Agency and the BHC share a commitment to support the efforts of the Elderly residents of our public housing communities to promote self-sufficiency, an improved standard of living, and a heightened quality of life. BHA has agreed to make available to the BHC staff, space at our Thompson Manor site to be used for a health care clinic, and clinic office space. The Clinic will offer services that include primary and preventative care, nutrition counseling, blood pressure testing, and discounted prescription medications.

10.0

The Authority is currently in the process of updating the Thompson Manor site utilizing 1.5 million in Capital Funds.

Due to the collaborative efforts of BHA's Leasing Office and each AMP's management team, the Agency's occupancy levels continue to average in the high 90's (96% - 98%). We are aware of the interim PHAS rules, and as a result will continue to set our goal of attaining "High Performer Status" while working diligently to place eligible families in our housing communities. Subsequently in the area of occupancy as well as admissions, BHA will continue our efforts in maintaining a well managed waiting list.

Our "Preference System" has proven to ensure continued compliance relative to income targeting, deconcentration, and income mixing. By adopting this system in 2009, we have expedited the application and move-in process in a more orderly and consistent manner.

HUD contractors performed their last REAC inspections of all BHA AMPS in late 2009 and early 2010. The Authority's overall Public Housing REAC score was lower than expected, however improvement plans are in place to address areas of deficiencies. Our updated "Preventive Maintenance Plan" which includes a "Pest Eradication Policy," and "Annual Facilities Maintenance Plan" has provided our managers and maintenance staff with a comprehensive instructional guide to increase overall operational systems. To guarantee the effective implementation of our "Preventive Maintenance Plan", preventative maintenance inspections will be contracted to our Central Maintenance group and a coordinated schedule prepared for each AMP. The inspections will include property, HVAC, electrical and plumbing systems, and will be performed quarterly for all essential units.

With respect to the Housing Choice Voucher (HCV) Section 8 Program, the Authority received a SEMAP score of 100 for FY 2010. Additionally, the Section 8 Program continues to oversee the distribution of 70 Veterans Affairs Support Housing (VASH) vouchers that were awarded to BHA on September 1, 2009. Essentially, the Agency's goal is to continue to make a concerted effort with all involved in the HCV, Section 8 Program by reaching out to those in our area to provide updated information relative to this program on a consistent basis. We will continue monitoring our voucher payment standards which continue to remain at 100% of fair market rates.

BHA's "Preference System," for Section 8 applicants (also adopted in 2009) remains available for those who qualify, and will be utilized as specified in the S8 Administrative Plan.

In 2009, the HA expanded its Family Self Sufficiency Program (FSS) to include a Resident Services Coordinator for Public Housing. The Coordinator collaborated with local agencies and community leaders in an effort to assist FSS participants acquire the knowledge, skills and experience needed to attain economic independence. With the expansion of the Program, Public Housing has experienced an increase of five (5) participants with a monthly high of 38. As in previous years, the Agency applied for Grant funds to support

10.0

the position of an HCV FSS Resident Services Coordinator for the year 2011. HUD notified BHA in the first quarter of this year that the total amount requested would be granted.

BHA will continue to focus our attention on improving customer service to ensure our residents and clients are receiving the quality of service they deserve. We have been cognizant of the rules and regulations included in the Violence Against Women Act (VAWA), and as a result the Authority has provided housing for several families who were victims of domestic violence. We also have available a list of agencies who provide counseling and assistance to those families.

BHA will ensure the safety of our residents by utilizing the new Bessemer Police substation which held its grand opening at the Southside Homes Community in 2009. The Authority continues to support and encourage residents to become more involved in its community's "Neighborhood Watch" Program. Additional security lighting will be installed at the Braswell Homes and Sunset Homes Communities in 2011. Bullet proof shields have been provided to prevent vandalism of lights, and several cameras were relocated to enhance security at other sites. In addition to the new substation at Southside Homes, we are also retrofitting the substation at Kate Waller Homes for use by the Bessemer Police Department's "Special Operations Unit."

On June 8, 2011, the U. S. Department of HUD approved the BHA's application for continued use of units 0989 and 0990 as a "special youth anti-drug crime unit".

The authority takes pride in its efforts to ensure equal opportunity and affirmatively furthering fair housing opportunities. Training is provided for our Agency staff, Commissioners, and updated information is distributed to our residents and applicants to insure non-discrimination in accessibility to housing under our administration. In September of 2010, BHA and HUD entered into a Voluntary Compliance Agreement (VCA) to further provide "Reasonable Accommodations," not only for BHA residents, but for contractors, clients, visitors, and employees, thereby ensuring compliance of Section 504/ADA Accessibility Standards.

10.0 (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of “significant amendment” and “substantial deviation/modification”. (**Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.**)

BHA defines substantial deviation as significant amendments or modifications which materially impact the goals and objectives of the 5-year and/or Annual Plan. This would include any changes in the mission statement or a major revision or abandonment of one or more of the previous years goals.

The following actions are defined as substantial deviations or significant amendments or modifications to the annual plan:

- 1) Implementation of the Voluntary Compliance Agreement to ensure compliance of 504/ADA Accessibility Standards
- 2) Memorandum of Understanding between BHA and Birmingham Health Care, Inc
- 3) Update of ACOP, pages 1, 20, 23 and 24
- 4) Safety and Crime Prevention Updates
- 5) HUD Fair Housing Posters will be distributed to all sites and Administrative Offices in both Spanish and English
- 6) New Fraud Policy
- 7) Revised Pet Policy

(c) PHA’s must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance.

In September 2010, Bessemer Housing Authority entered into a Voluntary Compliance Agreement (VCA) with the U. S. Department of Housing and Urban Development (HUD).

On March 14, 2011, under the signature of Executive Director Alphonso Patrick, BHA provided the following update to the HUD Birmingham Office, Region IV pursuant to the VCA.

BHA has complied with the provisions of the contract thus far, (some ahead of schedule) as follows:

- Appointed a VCA Administrator; Section 504/ADA Coordinator and an assistant to the Section 504/ADA coordinator;
- Distributed letters describing the terms of the VCA to all current BHA employees;
- Distributed letters describing the terms of the VCA to newly hired employees;
- Distributed letters to the Resident Advisory Board and Board of Commissioners;
- Maintained signed and dated receipts of VCA letters for current and new employees;

10.0

- Maintained signed and dated receipts of VCA letters for contract employees;
- Maintained signed and dated receipts of VCA letters for both Boards;
- Scheduled educational and sensitivity training for February 22, 2011 (sensitivity issues were covered in the outreach component on the attached agenda);
- Part one of the scheduled educational and sensitivity training has been completed;
- Part two of the educational and sensitivity training was conducted on March 22, 2011;
- Developed transfer list giving preference to handicapped/residents over new admissions;
- Amended and submitted Dwelling Lease to HUD (awaiting HUD approval);
- Amended Reasonable Accommodation Dwelling Lease Addendum;
- Currently amending the Tenant Selection and Admission Plan (TSAP);
- Currently amending Grievance Policies and Procedures; and
- Holding bi-weekly meeting regarding VCA updates

Advertisements were placed for a Section 504/ADA Design Consultant to oversee and certify construction improvements to the BHA modification of 60 public housing units and site accessibility improvements.

BHA has selected A. G. Gaston as our 504 Design Consultant and we are in the process of developing our Transition Plan to submit to HUD Fair Housing for approval.

11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p style="padding-left: 40px;">NOTE: Certifications (a) – (d) above are provided as attachment al125c01</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) <i>N/A</i></p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. <div style="padding-left: 80px;">Provided as attachment al125g01</div></p> <p>(g) Challenged Elements – NO ELEMENTS CHALLENGED</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) <div style="padding-left: 80px;">Provided as attachment al125a01</div></p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) <div style="padding-left: 80px;">Provided as attachment al125b01</div></p> <p>(j) Additional PHA attachments:</p> <ul style="list-style-type: none"> ▪ Fraud Policy - attachment al125d01 ▪ MOU between BHA and Birmingham Health Care, Inc. – attachment al125e01 ▪ ACOP – attachment al125f01 ▪ Pet Policy – attachment al125h01
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Attachment: al125a01

Bessemer Housing Authority

Capital Fund Program Reports (50075.1)

2011 Annual Statement

2010 Performance and Evaluation

2009 Performance and Evaluation

2009 ARRA Performance and Evaluation

2008 Performance and Evaluation

2007 Performance and Evaluation



Part I: Summary - 07 Capital Fund Grant

PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER	Capital Fund Program Grant No: AL09P125501 07 Replacement Housing Factor Grant! Date of CFFP:	FFY of Grant: 2007 FFY of Grant Approval: 2007
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Type of Grant

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision number 2)
 Performance and Evaluation Reporting for Period Ending
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original 1	Revised 2	Obligated 3	Disbursed 4	Balance (3-4)
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³	226,582.00	226,582.00	226,582.00	226,582.00	0.00
3	1408 Management Improvements	25,000.00	6,620.00	6,620.00	6,620.00	0.00
4	1410 Administration (may not exceed 10% of line 21)	160,000.00	0.00	0.00	0.00	0.00
5	1411 Audit					0.00
6	1415 Liquidated Damages					0.00
7	1430 Fees and Costs	63,000.00	78,124.25	78,124.25	78,124.25	0.00
8	1440 Site Acquisition					0.00
9	1450 Site Improvement	130,000.00	361,436.62	361,436.62	361,436.62	0.00
10	1460 Dwelling Structures	951,500.00	1,593,062.63	* 1,593,059.22	1,362,480.16	230,579.06
11	1465.1 Dwelling Equipment-Nonexpendable	120,000.00	0.00	0.00	0.00	0.00
12	1470 Non-dwelling Structures					0.00
13	1475 Non-dwelling Equipment	378,700.00	0.00	0.00	0.00	0.00
14	1485 Demolition	211,040.00	0.00	0.00	0.00	0.00
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴					
18a	1501 Collateralization or Debt Service paid by the PHA					
18 ba	1500 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,265,822.00	2,265,825.50	2,265,822.09	2,035,243.03	230,579.06
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Compliance					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					

Part I: Summary - 07 Capital Fund Grant				
PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER		Grant Type and Number: Capital Fund Program Grant No: AL09P125501 07 Replacement Housing Factor Grant No: Date of CFFP: _____		FFY of Grant: 2009 FFY of Grant Approval: 2009
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision number 1) <input type="checkbox"/> Performance and Evaluation Reporting for Period Ending <input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1
		Original	Revised 2	Obligated
				Expended
Signature of Executive Director 		Date 	Signature of Public Housing Director	
			Date	

Part II: Supporting Pages - 07 Capital Fund Grant

PHA Name:		Capital Fund Program Grant No: AL09P125501 7				Period of Report: 2007			
HOUSING AUTHORITY OF THE CITY OF BESSEMER		FFY of Grant Approval: 2007							
AMP	Description of Major Work Categories	Dev. Acct Number	Quantity	Total Estimate Cost		Total Actual Costs		Balance	
				Original Estimate	Current Estimate	Funds Obligated	Funds Dispersed		
AL125-001	Braswell Homes Replace PVC Plumbing w/ Cooper	1460	172	137,600	0.00	0.00	0.00	0.00	
				137,600	0.00	0.00	0.00	0.00	
AL125-002a	Kate Waller Homes Replace PVC Plumbing w/ Cooper	1460	136	108,800	0.00	0.00	0.00	0.00	
				108,800	0.00	0.00	0.00	0.00	
AL125-002b	Sunset Homes Replace PVC Plumbing w/ Cooper	1460	124	99,200	0.00	0.00	0.00	0.00	
				99,200	0.00	0.00	0.00	0.00	
AL125-002c	Davis Heights Replace Kitchen Cabinets	1460	132	0	472,137.22	472,137.22	472,137.22	0.00	
	Replace Floor Tile	1460	132	0	224,400.00	224,400.00	224,400.00	0.00	
	Replace front & Rear Exterior Lights	1460	264	0	21,120.00	21,120.00	21,120.00	0.00	
	Install Fire Suppressant Range Hoods	1460	132	0	72,600.00	72,600.00	72,600.00	0.00	
	Install New Wood Base	1460	132	0	33,000.00	33,000.00	33,000.00	0.00	
				0	823,257.22	823,257.22	823,257.22	0.00	
AL125-003	Southside Homes Resurface Plaster Kitchen Walls	1460	400	140,000	0.00	0.00	0.00	0.00	
	Repair/Resurface Damaged Parking Lots	1450		0	361,436.62	361,436.62	361,436.62	0.00	
	Replace Stoves	1465.1	400	120,000	0.00	0.00	0.00	0.00	
	Replace Kitchen Cabinets	1460	200	198,000	0.00	0.00	0.00	0.00	
	Replace Front & Rear Exterior Lights	1460	800	0	0.00	0.00	0.00	0.00	
	Install Pipe/Cover Ditch	1450		130,000	0.00	0.00	0.00	0.00	
	Replace Sliding Closet Doors (Elderly)	1460	86	43,000	0.00	0.00	0.00	0.00	
	Install CCTV Monitoring System	1475		378,700	0.00	0.00	0.00	0.00	
				1,009,700	361,436.62	361,436.62	361,436.62	0.00	
AL125-005	Hillside Homes Demolish Housing Units	1485	108	211,040	0.00	0.00	0.00	0.00	
	Reconstruct Short Front Porches	1460	76	32,500	32,500.00	32,500.00	32,500.00	0.00	
	Replace Back Porches & Fill Backyards	1460	30	26,800	90,800.00	90,800.00	90,800.00	0.00	
	Weather Strip Exterior Doors	1460	184	0	18,400.00	18,400.00	0.00	18,400.00	
	Replace Kitchen Cabinets	1460	92	0	346,802.00	346,802.00	199,722.94	147,079.06	
	Replace Floor Tile	1460	92	0	156,400.00	156,400.00	120,000.00	36,400.00	
	Install Fire Suppressant Range Hoods	1460	92	0	71,600.00	71,600.00	71,600.00	0.00	
	Replace Stair Rails	1460	82	0	24,600.00	24,600.00	24,600.00	0.00	
	Replace Rubber Stair Treads	1460	82	0	28,700.00	28,700.00		28,700.00	
				270,340	769,802.00	769,802.00	539,222.94	230,579.06	

Part II: Supporting Pages - 07 Capital Fund Grant

PHA Name:		Capital Fund Program Grant No: AL09P125501 7				Period of Report: 2007		
HOUSING AUTHORITY OF THE CITY OF BESSEMER		FFY of Grant Approval: 2007						
AMP	Description of Major Work Categories	Dev. Acct Number	Quantity	Total Estimate Cost		Total Actual Costs		Balance
				Original Estimate	Current Estimate	Funds Obligated	Funds Dispersed	
AL125-006 Thompson Manor	Replace Kitchen Cabinets	1460	56	55,500	0.00	0.00	0.00	0.00
	Install Fire Suppressant Range Hoods	1460	56	19,600	0.00	0.00	0.00	0.00
	Replace Front & Rear Exterior Lights	1460	112	10,000	0.00	0.00	0.00	0.00
	Replace Commodes & Lavatories and Replace Shut-Off Valves	1460	56	36,400	0.00	0.00	0.00	0.00
				121,500	0.00	0.00	0.00	0.00
AL125-012 J.I Cobb Gardens	Install Fire Suppressant Range Hoods	1460	60	21,000	0.00	0.00	0.00	0.00
				21,000	0.00	0.00	0.00	0.00
AL125-013 Asbury Howard	Install Fire Suppressant Range Hoods	1460	60	23,100	0.00	0.00	0.00	0.00
				23,100	0.00	0.00	0.00	0.00
AMP Wide	Operations	1406		226,582	226,582.00	226,582.00	226,582.00	0.00
	Management Improvements	1408		25,000	6,620.00	6,620.00	6,620.00	0.00
	Administrative Salaries	1410		160,000	0.00	0.00	0.00	0.00
	Architect & Engineering Services	1430		63,000	78,124.16	78,124.16	78,124.25	(0.09)
				474,582	311,326.16	311,326.16	311,326.25	(0.09)
								0.00
	GRAND TOTALS			2,265,822.00	2,265,825.50	2,265,822.00	2,035,243.03	230,578.97

89.82%

Part I: Summary - 08 Capital Fund Grant

PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER	Capital Fund Program Grant No: AL09P125501 08	FFY of Grant: 2008
	Replacement Housing Factor Grant:	FFY of Grant Approval: 2008
	Date of CFFP:	

Type of Grant

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision number 1)
 Performance and Evaluation Reporting for Period Ending
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1		
		Original 1	Revised 2	Obligated 3	Disbursed 4	Balance (2-3)
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) 3	355,996	355,996	355,996.00	355,996.00	0.00
3	1408 Management Improvements	25,000	0	0.00	0.00	0.00
4	1410 Administration (may not exceed 10% of line 21)	160,000	160,000	160,000.00	160,000.00	0.00
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	71,000	23,500	23,500.00	23,500.00	0.00
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures	1,076,333	1,414,255	1,414,255.10	918,664.85	0.00
11	1465.1 Dwelling Equipment-Nonexpendable	28,000	48,639	48,639.00	48,639.00	0.00
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment	225,633	0	0.00	0.00	0.00
14	1485 Demolition	370,000	309,572	309,571.90	309,571.90	0.00
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities 4					
18a	1501 Collateralization or Debt Service paid by the PHA					
18 ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,311,962	2,311,962	2,311,962.00	1,816,371.75	0.00
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Compliance					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					


Part I: Summary - 08 Capital Fund Grant

PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER	Grant Type and Number: Capital Fund Program Grant No: AL09P125501 08 Replacement Housing Factor Grant No: Date of CFFP: _____	FFY of Grant: 2009 FFY of Grant Approval: 2009
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Type of Grant

<input type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input checked="" type="checkbox"/> Revised Annual Statement (revision number 1)
<input type="checkbox"/> Performance and Evaluation Reporting for Period Ending	<input type="checkbox"/> Final Performance and Evaluation Report	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended

Signature of Executive Director 	Date 7/11/11	Signature of Public Housing Director	Date
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Part II: Supporting Pages - 08 Capital Fund Grant

PHA Name:		Capital Fund Program Grant No: AL09P125501 08				Period of Report: 2008			
HOUSING AUTHORITY OF THE CITY OF BESSEMER		FFY of Grant Approval: 2008							
AMP	Description of Major Work Categories	Dev. Acct Number	Quantity	Total Estimate Cost		Total Actual Costs		Balance	
				Original Estimate	Current Estimate	Funds Obligated	Funds Dispersed		
AL125-001 Braswell Homes	Replace PVC Plumbing w/ Copper	1460	172	137,600	0	0.00	0.00	0.00	
	Replace Washer Box & Plumbing	1460	172	12,900	0	0.00	0.00	0.00	
	Install CCTV Monitoring System	1475		225,633	0	0.00	0.00	0.00	
				376,133	0	0.00	0.00	0.00	
AMP02 Kate Waller Homes	Replace PVC Plumbing w/ Copper	1460	136	108,800	0	0.00	0.00	0.00	
	Replace Washer Connection Valves	1460	136	6,800	0	0.00	0.00	0.00	
				115,600	0	0.00	0.00	0.00	
AMP03 Sunset Homes	Replace PVC Plumbing w/ Copper	1460	128	99,200	0	0.00	0.00	0.00	
				99,200	0	0.00	0.00	0.00	
AMP04 Davis Heights	Replace PVC Plumbing w/ Copper	1460	132	102,300	0	0.00	0.00	0.00	
	Replace Washer Connection Valves	1460	132	6,600	0	0.00	0.00	0.00	
				108,900	0	0.00	0.00	0.00	
AMP05 Southside Homes	Resurface Plaster Kitchen Walls	1460	400	140,000	0	0.00	0.00	0.00	
	Replace Kitchen Cabinets*	1460	100	73,200	0	0.00	0.00	0.00	
	Replace Washer Box & Plumbing	1460	400	40,000	0	0.00	0.00	0.00	
	Replace Sliding Closet Doors	1460	86	43,000	0	0.00	0.00	0.00	
	General Fund	1460		78,000	0	0.00	0.00	0.00	
				374,200	0	0.00	0.00	0.00	
AMP06 Hillside Homes	Demolish Housing Units	1485	108	370,000	309,572	309,571.90	309,571.90	0.00	
	Replace Washer Box & Plumbing	1460	98	15,000	0	0.00	0.00	0.00	
	Replace Roof Vent Boots & Remove Unused	1460	98	9,907	0	0.00	0.00	0.00	
	General Fund (applied to Phase II)	1460		46,800	1,414,255	1,414,255.10	918,664.85	0.00	
				441,707	1,723,827	1,723,827.00	1,228,236.75	0.00	
AMP07 Thompson Manor	Replace Kitchen Cabinets	1460	56	87,426	0	0.00	0.00	0.00	
	Install Fire Suppresant Range Hoods	1460	56	19,600	0	0.00	0.00	0.00	
	Replace Washer Connection Valves	1460	56	2,800	0	0.00	0.00	0.00	
	Replace Front & Rear Exterior Lights	1460	112	10,000	0	0.00	0.00	0.00	
	Replace Commodes & Lavs/Shut Off Valves	1460	56	36,400	0	0.00	0.00	0.00	
	Replace Refrigerators	1465.1	56	28,000	48,639	48,639.00	48,639.00	0.00	
				184,226	48,639	48,639.00	48,639.00	0.00	

Part II: Supporting Pages - 08 Capital Fund Grant

PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER		Capital Fund Program Grant No: AL09P125501 08				Period of Report: 2008 FFY of Grant Approval: 2008		
AMP	Description of Major Work Categories	Dev. Acct Number	Quantity	Total Estimate Cost		Total Actual Costs		Balance
				Original Estimate	Current Estimate	Funds Obligated	Funds Dispersed	
AMP Wide	Operations	1406		355,996	355,996	355,996.00	355,996.00	0.00
	Computer Upgrades	1408		25,000	0	0.00		0.00
	Administrative Salaries	1410		160,000	160,000	160,000.00	160,000.00	0.00
	Architect & Engineering Services	1430		71,000	23,500	23,500.00	23,500.00	0.00
				611,996	539,496	539,496.00	539,496.00	0.00
	GRAND TOTALS			2,311,962	2,311,962	2,311,962	1,816,372	0.00

Monthly Development Budget Report

Part I: Summary - 09 Capital Fund Grant


PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER	Capital Fund Program Grant No: AL09P125501 09 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009
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Type of Grant

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision number 1)
 Final Performance and Evaluation Report

Performance and Evaluation Reporting for Period Ending

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original 1	Revised 2	Obligated 3	Disbursed 4	Balance (2-3)
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) 3	481,943.00	481,943.00	481,943.00	240,972.00	0.00
3	1408 Management Improvements	46,000.00	46,000.00	46,000.00	17,915.23	0.00
4	1410 Administration (may not exceed 10% of line 20)	240,972.00	240,972.00	240,972.00	240,972.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	75,000.00	349,433.91	231,729.00	70,246.00	117,704.91
8	1440 Site Acquisition	0.00	0.00	0.00	0.00	0.00
9	1450 Site Improvement	78,567.00	4,940.00	4,940.00	4,940.00	0.00
10	1460 Dwelling Structures	1,487,234.00	1,286,427.09	1,263,115.00	483,218.24	23,312.09
11	1465.1 Dwelling Equipment-Nonexpendable	0.00	0.00	0.00	0.00	0.00
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities 4					
18a	1501 Collateralization or Debt Service paid by the PHA					
18 ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,409,716.00	2,409,716.00	2,268,699.00	1,058,263.47	141,017.00
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Compliance					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					

Part I: Summary - 2009 Capital Fund				
PHA Name: <b style="text-align: center;">Type of Grant	Grant Type and Number: Capital Fund Program Grant No: AL09P125501 09 Replacement Housing Factor Grant No: Date of CFFP: _____			FFY of Grant: 2009 FFY of Grant Approval: 2009
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision number 1) <input type="checkbox"/> Performance and Evaluation Reporting for Period Ending <input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1
		Original	Revised 2	Obligated
				Expended
Signature of Executive Director 		Date 7/11/11	Signature of Public Housing Director 	
			Date 	

Part II: Supporting Pages - 09 Capital Fund Grant

PHA Name:		Capital Fund Program Grant No:		AL09P125501 09		Period of Report: 2009		FFY of Grant Approval: 2009	
HOUSING AUTHORITY OF THE CITY OF BESSEMER									
AMP	Description of Major Work Categories	Dev. Acct Number	Quantity	Total Estimate Cost		Total Actual Costs		Balance	
				Original Estimate	Current Estimate	Funds Obligated	Funds Expended		
AMP01	Site Improvements '12 (Fence Repairs)	1450		0.00	890.00	890.00	890.00	0.00	
Braswell Homes	Plumbing System Upgrades	1460	172	150,500	0.00			0.00	
	Replacement Windows	1460	172	160,000	0.00			0.00	
				310,500	890.00	890.00	890.00	0.00	
AMP02					0.00			0.00	
Kate Waller Homes	Plumbing System Upgrades	1460	136	119,000	0.00			0.00	
	Replacement Windows	1460	136	124,000	0.00			0.00	
				243,000	0.00	0.00	0.00	0.00	
AMP03	Site Improvements '12 (Fence Repairs)	1450		0.00	1,500.00	1,500.00	1,500.00	0.00	
Sunset Homes	Plumbing System Upgrades	1460	128	108,500	0.00			0.00	
	Replacement Windows	1460	15	14,000	0.00			0.00	
				122,500	1,500.00	1,500.00	1,500.00	0.00	
AMP04								0.00	
Davis Heights	Plumbing System Upgrades - Davis Heights	1460	132	111,900	5,000.00	5,000.00	5,000.00	0.00	
Asbury Heights	Replacement Windows	1460	132	175,000	0.00			0.00	
				286,900	5,000.00	5,000.00	5,000.00	0.00	
AMP05	Site Improvements '11 (Fence Repairs)	1450		0.00	2,550.00	2,550.00	2,550.00	0.00	
Southside Homes	Replace Washer Box	1460	400	30,000	0.00			0.00	
	Repair Kitchen Cabinets & Walls	1460	400	358,000	0.00			0.00	
	Replace Sliding Doors	1460	400	43,000	0.00			0.00	
				431,000	2,550.00	2,550.00	2,550.00	0.00	
AMP06								0.00	
Hillside Homes	Landscape & Building Continuity - J.I. Cobb	1450		78,567	0.00			0.00	
J.I. Cobb	Replace Washer Box & Plumbing - J.I. Cobb	1460		15,000	0.00			0.00	
	Replace Roof Vent - J.I. Cobb	1460		9,907	0.00			0.00	
	General Acct. - Remainder of Phase II	1460			104,052.09	94,458.00	94,458.00	9,594.09	
				103,474	104,052.09	94,458.00	94,458.00	9,594.09	
AMP07								0.00	
Thompson Manor	Replace Kitchen Cabinets	1460		68,427	0.00			0.00	
	Sealing & Siding Exterior '13	1460			0.00			0.00	
	Appliances '11	1465		0	0.00	0.00	0.00	0.00	

Part II: Supporting Pages - 09 Capital Fund Grant								
PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER			Capital Fund Program Grant No: AL09P125501 09			Period of Report: 2009 January 0, 1900		
AMP	Description of Major Work Categories	Dev. Acct Number	Quantity	Total Estimate Cost		Total Actual Costs		Status of Work
				Original Estimate	Current Estimate	Funds Obligated	Funds Expended	
	Plumbing Upgrades - Water Heaters '14	1460			0.00			0.00
	HVAC Upgrades '12	1460			0.00			0.00
	Electrical Upgrades '14	1460			0.00			0.00
	General Acct. - Modernization	1460			1,177,375.00	1,163,657.00	383,760.24	13,718.00
				68,427	1,177,375.00	1,163,657.00	383,760.24	13,718.00
								0.00
AMP Wide								0.00
	Operations	1406		481,943	481,943.00	481,943	240,972	0.00
	Computer Upgrades	1408		46,000	46,000.00	46,000	17,915	0.00
	Administrative Salaries	1410		240,972	240,972.00	240,972	240,972	0.00
	A/E Services - Hillside Rehab & 504 Consultant	1430		75,000	349,433.91	231,729	70,246.00	117,704.91
				843,915	1,118,348.91	1,000,644	570,105	
	GRAND TOTALS				2,409,716	2,409,716.00	2,268,699	1,057,818
								141,017.00

Part I: Summary - American Recovery and Reinvestment Act

PHA Name: <p style="text-align: center; font-weight: bold;">Bessemer Housing Authority</p>	Grant Type and Number: Capital Fund Program Grant No: AL09S125501 - 09 Replacement Housing Factor G Date of CFFP: _____	FFY of Grant: <p style="text-align: center;">2009</p> FFY of Grant Approval: <p style="text-align: center;">2009</p>
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- Original Annual Statement
 Reserved for Disasters/Emergencies
 Revised Annual Statement (revision no: 01)
 Performance Evaluation Report for Period Ending
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original 1	Revised 2	Obligated 3	Disbursed 4	Balance (2-3)
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 20) ³	0.00	0.00	0.00	0.00	0.00
3	1408 Management Improvements *	292,648.00	0.00	0.00	0.00	0.00
4	1410 Administration (may not exceed 10% of line 20)	292,648.00	292,648.00	292,648.00	253,447.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	188,000.00	241,710.00	241,710.00	241,710.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00	0.00
9	1450 Site Improvement	140,000.00	140,000.00	140,000.00	140,000.00	0.00
10	1460 Dwelling Structures	2,013,191.00	2,252,129.00	2,252,129.00	2,042,517.58	0.00
11	1465.1 Dwelling Equipment-Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition, Asbestos Abatement					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴					
18a	1501 Collateralization or Debt Service paid by the PHA					
18 ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,926,487.00	2,926,487.00	2,926,487.00	2,677,674.58	0.00
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Compliance					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures	968,935.00				

¹ To be Completed for the Performance and Evaluation Report
² To be Completed for the Performance and Evaluation Report or a Revised Annual Statement
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations
⁴ RHF Funds shall be included here

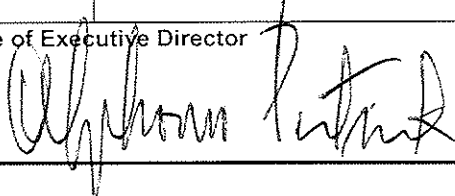
Rev 01 - Funds from 1408 Management Improvements to be allocated to 1460 Dwelling Structures
 Rev 01 - Update for revised budget adjusting for actual expenditures in BLI's 1430 and 1460

Part I: Summary - American Recovery and Reinvestment Act

PHA Name: Bessemer Housing Authority	Grant Type and Number: Capital Fund Program Grant No: AL09S125501 - 09	FFY of Grant: <u>2009</u>
	Replacement Housing Factor Grant No: Date of CFFP: _____	FFY of Grant Approval: <u>2009</u>

Original Annual Statement
 Reserved for Disasters/Emergencies
 Revised Annual Statement (revision no: 01)
 Performance Evaluation Report for Period Ending _____
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised 2	Obligated	Expended

Signature of Executive Director 	Date <u>7/11/09</u>	Signature of Public Housing Director	Date
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Part II: Supporting Pages - American Recovery and Reinvestment Act

PHA Name: Bessemer Housing Authority		Grant Type and Number: Capital Fund Program Grant No: AL09S125501 -09 Replacement Housing Factor Grant No: Date of CFFP: _____				FFY of Grant: 2009 FFY of Grant Approval: 2009	
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AMP	Description of Major Work Categories	Dev. Acct Number	Qty	Total Estimated Costs		Total Actual Costs		Balance
				Original	Revised	Obligated	Expended	
AMP 6 - AL125-005 Hillside Homes	Site improvements	1450	LS	95,000	95,000	95,000	95,000.00	0.00
	Finish grading & landscaping	1450	LS	45,000	45,000	45,000	45,000.00	0.00
	Interior demolition per renovation	1460	30 apts	71,500	71,500	71,500	71,500.00	0.00
	Replace cabinets & countertops	1460	30 apts	87,500	87,500	87,500	55,000.00	32,500.00
	Install range hoods	1460	30 apts	6,750	6,750	6,750	4,000.00	2,750.00
	Redesign pantry to accommodate w/d.	1460	30 apts	31,250	31,250	31,250	31,250.00	0.00
	New ceramic tile floors, wainscot, & shower	1460	30 apts	43,750	43,750	43,750	25,000.00	18,750.00
	Install new bathroom accessories	1460	30 apts	13,750	13,750	13,750	4,000.00	9,750.00
	Install new floor decking on 2nd floor	1460	30 apts	63,750	63,750	63,750	63,750.00	0.00
	Install new VCT	1460	30 apts	41,250	41,250	41,250	25,000.00	16,250.00
	Install new treads & risers on stairs	1460	30 apts	25,500	25,500	25,500	15,000.00	10,500.00
	Install new 4" wood base	1460	30 apts	21,375	21,375	21,375	18,000.00	3,375.00
	Frame new walls install drywall (Cobb)	1460	30 apts	153,750	93,287	93,287	93,287.40	0.00
	Construct new firewalls in attics	1460	30 apts	23,750	23,750	23,750	23,750.00	0.00
	Paint new drywall	1460	30 apts	38,375	38,375	38,375	32,000.00	6,375.00
	Install new gyp board ceilings & paint	1460	30 apts	60,500	227,336	227,336	205,539.93	21,795.67
	Install new HM interior door frames	1460	30 apts	30,000	30,000	30,000	30,000.00	0.00
	Install new solid core interior doors	1460	30 apts	40,000	40,000	40,000	33,000.00	7,000.00
	Install new exterior finish hardware	1460	30 apts	16,250	16,250	16,250	12,000.00	4,250.00
	New HM doors & frames	1460	30 apts	51,500	51,500	51,500	51,500.00	0.00
	Install new exterior finish hardware	1460	30 apts	20,000	20,000	20,000	20,000.00	0.00
Install new steel security screen doors	1460	30 apts	21,250	21,250	21,250	21,250.00	0.00	
Install new insulated metal windows	1460	30 apts	95,000	85,000	85,000	75,000.00	10,000.00	
Install new security screens	1460	30 apts	41,250	0	0	0.00	0.00	
Repair, clean, & paint masonry	1460	30 apts	87,500	87,500	87,500	65,000.00	22,500.00	
Install vinyl siding and soffits	1460	30 apts	20,625	0	0	0.00	0.00	
Install aluminum fascia	1460	30 apts	13,750	13,750	13,750	13,750.00	0.00	
Install aluminum gutters & downspouts	1460	30 apts	10,000	10,000	10,000	6,842.58	3,157.42	

1 To be Completed for the Performance and Evaluation Report or a Revised Annual Statement
 2 To be Completed for the Performance and Evaluation Report

Part II: Supporting Pages - American Recovery and Reinvestment Act								
PHA Name: Bessemer Housing Authority			Grant Type and Number: Capital Fund Program Grant No: AL09S125501 -09 Replacement Housing Factor Grant No: Date of CFFP: _____				FFY of Grant: 2009	
							FFY of Grant Approval: 2009	
	Description of Major Work Categories	Dev. Acct Number	Qty	Total Est Costs		Total Actual Costs		
				Original Estimate	Current Estimate	Funds Obligated	Funds Expended	
Part I: ARRA	Replace deteriorated wood fascia	1460	30 apts	11,250	11,250	11,250	11,250.00	0.00
	Replace deteriorated wood roof decking	1460	30 apts	62,500	62,500	62,500	62,500.00	0.00
	Exterior Improvements (2011, 09-13 5 yr	1460	30 apts	0	234,850	234,850	234,850.00	0.00
	New asphalt composite shingle roofing	1460	30 apts	70,000	70,000	70,000	70,000.00	0.00
	New porches & design elements	1460	30 apts	95,441	95,441	95,441	95,441.00	0.00
	Electrical rough in & trim out	1460	30 apts	211,875	201,875	201,875	161,216.67	40,658.33
	Mechanical rough in & trim out	1460	30 apts	150,125	140,125	140,125	140,125.00	0.00
	Plumbing rough in & trim out	1460	30 apts	282,125	271,715	271,715	271,715.00	0.00
	General Fund				2,392,129	2,392,129	1,636,834.17	755,294.83
	Subtotal Site Improve. & Dwelling Units			2,153,191	2,392,129	2,392,129.00	2,042,517.58	209,611.42
AMP Wide	Management Improvements	1408	LS	292,648	0	0	0.00	0.00
	Administrative Salaries	1410	LS	292,648	292,648	292,648	253,447.00	39,201.00
	Architect & Engineering Services	1430	LS	188,000	241,710	241,710	241,710.00	0.00
	Subtotal Operations, Admin, Fees			773,296	534,358	534,358	495,157.00	39,201.00
	GRAND TOTALS			2,926,487	2,926,487	2,926,487.00	2,537,674.58	248,812.42


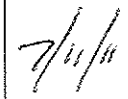
Part I: Summary - 2010 Capital Fund

PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER	Capital Fund Program Grant No: AL09P125501 10	FFY of Grant: 2010
	Replacement Housing Factor Grant No:	FFY of Grant Approval: 2010
	Date of CFFP:	

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision number 1)
 Performance and Evaluation Reporting for Period Ending
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised 2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20) ³	481,100	481,100	0	
3	1408 Management improvements	46,000	46,000	6,964	6,964
4	1410 Administration (may not exceed 10% of line 20)	240,550	240,550	240,550	240,550
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	81,600	201,664	201,664	46,958
8	1440 Site Acquisition				
9	1450 Site Improvement	350,000	318,667	84,444	56,642
10	1460 Dwelling Structures	1,206,250	1,064,099	396,962	111,496
11	1465.1 Dwelling Equipment-Nonexpendable	0	29,920	29,920	0
12	1470 Non-dwelling Structures	0	23,500	0	0
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				
18a	1501 Collateralization or Debt Service paid by the PHA				
18 ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,405,500	2,405,500	960,504	462,609
21	Amount of line 20 Related to LBP Activities				0
22	Amount of line 20 Related to Section 504 Compliance				0
23	Amount of line 20 Related to Security - Soft Costs				0
24	Amount of line 20 Related to Security - Hard Costs				0
25	Amount of line 20 Related to Energy Conservation Measures	150,000			

1 To be Completed for the Performance and Evaluation Report
 2 To be Completed for the Performance and Evaluation Report or a Revised Annual Statement
 3 PHAs with under 250 units in management may use 100% of CFP Grants for operations
 4 RHF Funds shall be included here

Part I: Summary - 2010 Capital Fund					
PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER	Grant Type and Number: Capital Fund Program Grant No: 0 0 Replacement Housing Factor Grant No: Date of CFFP: _____		FFY of Grant: 0		
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserved for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 01)			
<input type="checkbox"/> Performance Evaluation Report for Period Ending		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
Signature of Executive Director		Date		Signature of Public Housing Director	Date

Part II: Supporting Pages - 2010 Capital Fund Grant

PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER		Capital Fund Program Grant No: AL09P125501 10 Stimulus Summary				Federal FFY of Grant: 2010			
AMP	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original Estimate	Current Estimate	Funds Obligated	Funds Expended		
PHA Wide	Operations	1406		481,100.00	481,100.00	0.00	0.00	481,100.00	
	Total 1406			481,100.00	481,100.00	0.00	0.00	481,100.00	
PHA Wide	Management Improvements	1408							
	Computer Upgrades			25,000.00	25,000.00	6,963.88	6,963.88	18,036.12	
	Various Training Sessions			12,500.00	12,500.00	0.00		12,500.00	
	Asset Management Advisory			8,500.00	8,500.00	0.00		8,500.00	
	Total 1408			46,000.00	46,000.00	6,963.88	6,963.88	39,036.12	
PHA Wide	Administration	1410		240,550.00	240,550.00	240,550.00	240,550.00	0.00	
	Funding for the PHA staff @ 10% of the annual grant amount in accordance with approved salary allocation plan or Prog Mgt. fees							0.00	
	Total 1410			240,550.00	240,550.00	240,550.00	240,550.00	0.00	
PHA Wide	Fees & Cost	1430		81,600.00	6,963.88	6,963.88	6,963.88	0.00	
	A/E Fees Hillside Redevelopment, schematic & DD	1430		0.00	169,700.00	169,700.00	39,993.70	0.00	
	A/E Fees 504 Consultant	1430		0.00	25,000.00	25,000.00		0.00	
	Total 1430			81,600.00	201,663.88	201,663.88	46,957.58	0.00	
AMP 1									
Braswell Homes	Security	1450	172 units	0.00	175,000.00	0.00		175,000.00	
	Siding and Weatherization	1460	172 units	129,716.00	0.00	0.00		0.00	
	Plumbing	1460	172 units	75,000.00	0.00	0.00		0.00	
	Appliances	1465	172 units	0.00	5,460.00	5,460.00	5,460.00	0.00	
Total	Braswell Homes			204,716.00	180,460.00	5,460.00	5,460.00	175,000.00	
AMP 2									
Kate Waller	Facility Upgrade Site Wide - Security	1450	136 units	75,000.00	31,694.00	56,694.00	56,642.48	(25,000.00)	
	Site Improvements	1450	136 units	25,000.00	22,510.00	0.00		22,510.00	
	Sidewalks and Site Drainage (budgeted/AMP as needed)				0.00	0.00		0.00	
	Interior Remodeling	1460	128 units	100,000.00	0.00	0.00		0.00	
	Plumbing System Upgrade	1460	128 units		0.00	0.00		0.00	
	Plumbing Upgrades	1460	128 Units	50,000.00	0.00	0.00		0.00	
Total	Kate Waller			250,000.00	54,204.00	56,694.00	56,642.48	(2,490.00)	
AMP 3									
Sunset Homes	Siding and Weatherization (Roof repair)	1460	128 units	50,000.00	4,300.00	4,300.00	4,300.00	0.00	
	Plumbing System Upgrade	1460	128 units		0.00	0.00		0.00	
	HVAC Energy Upgrades	1460	128 Units	50,000.00	0.00	0.00		0.00	
	Replacement Windows	1460	15 units		0.00	0.00		0.00	
	Appliances	1465	128 units	0.00	5,460.00	5,460.00	5,460.00	0.00	
Total	Sunset Homes			100,000.00	9,760.00	9,760.00	9,760.00	0.00	

Part II: Supporting Pages - 2010 Capital Fund Grant

PHA Name: HOUSING AUTHORITY OF THE CITY OF BESSEMER		Capital Fund Program Grant No: AL09P125501 10 Stimulus Summary				Federal FFY of Grant: 2010		
AMP	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original Estimate	Current Estimate	Funds Obligated	Funds Expended	
AMP 4								
Davis Heights/	Landscaping	1450	132 units	50,000.00	2,750.00	2,750.00	2,750.00	0.00
Asbury Heights	HVAC Energy Upgrades	1460	132 units	50,000.00	0.00	0.00		0.00
	504 Compliance	1460	132 units	101,534.00	0.00	0.00		0.00
	Appliances	1465	132 units	0.00	5,460.00	5,460.00	5,460.00	0.00
Total	Davis Heights/ Asbury Howard			201,534.00	8,210.00	8,210.00	8,210.00	0.00
AMP 5								
Southside	Site Improvements	1450	400 units	25,000.00	0.00	0.00		0.00
Homes	Flooring	1460	400 units	50,000.00	0.00	0.00		0.00
	Exterior Rehabilitation 2012 - (roof repair)	1460		0.00	2,700.00	2,700.00	2,700.00	0.00
	HVAC Energy Upgrades	1460	400 units	50,000.00	0.00	0.00		0.00
	Plumbing Improvements	1460	400 units	25,000.00	0.00	0.00		0.00
	504 Compliance	1460	20 units	450,000.00	92,946.12	0.00		92,946.12
	Appliances	1465	400 units	0.00	8,080.00	8,080.00	8,080.00	0.00
Total	Southside Homes			600,000.00	103,726.12	10,780.00	10,780.00	92,946.12
AMP 6	Site							
Hillside Homes/	Landscaping - J.I. Cobb	1450	60 units	150,000.00	61,713.00	0.00		61,713.00
J.I. Cobb	Interior Rehabilitation - Partial Pse I	1460	30 units	0.00	294,711.00	23,736.90	23,736.90	270,974.10
	Interior Rehabilitation - Partial Pse II	1460	20 units	0.00	78,287.00			78,287.00
	Interior Improvements - Schelleci Court	1460	1 units	0.00	0.00	0.00		0.00
	Appliances	1465	60 units	0.00	5,460.00	5,460.00	5,460.00	0.00
Total	Hillside Homes/ J.I. Cobb			150,000.00	440,171.00	29,196.90	29,196.90	410,974.10
AMP 7								
Thompson	Site Improvements	1450	56 units	25,000.00	25,000.00	25,000.00		0.00
Manor	Dwelling Structures,	1460	56 units	25,000.00	392,662.00	392,662.00	80,758.62	0.00
	Dwelling Structures, moving expenses	1460	56 units		158,873.00	158,873.00		0.00
	Appliances	1465	56 units		39,620.00	39,620.00		0.00
Total	Thompson Manor			50,000.00	616,155.00	616,155.00	80,758.62	0.00
ADMIN OFFICE	Facility Upgrade - Attic foam insulation	1470	56 units	0.00	23,500.00			
Total	Administrative Office Upgrades			0.00	23,500.00	0.00		
	GRAND TOTALS			2,405,500	2,405,500	1,185,433.66	495,279.46	1,196,566.34

1 To be Completed for the Performance and Evaluation Report or a Revised Annual Statement

2 To be Completed for the Performance and Evaluation Report

Part I: Summary

PHA Name: <p style="text-align: center;">Bessemer Housing Authority</p>	Grant Type and Number: Capital Fund Program Grant No: AL09P125501 -11 Replacement Housing Factor Grant No: Date of CFFP: _____	FFY of Grant: <p style="text-align: center;"><u>2011</u></p> FFY of Grant Approval: _____
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Original Annual Statement
 Reserved for Disasters/Emergencies
 Revised Annual Statement (revision no: _____)
 Performance Evaluation Report for Period Ending _____
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20) ³	481,100.00			
3	1408 Management Improvements	23,000.00			
4	1410 Administration (may not exceed 10% of line 20)	240,550.00			
5	1411 Audit	0.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	200,000.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	444,600.00			
10	1460 Dwelling Structures	851,250.00			
11	1465.1 Dwelling Equipment-Nonexpendable	165,000.00			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				
18a	1501 Collateralization or Debt Service paid by the PHA				
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,405,500.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	234,000.00			

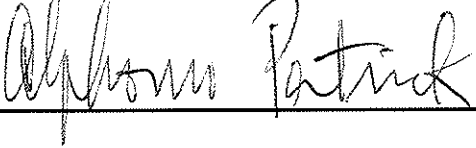
¹ To be Completed for the Performance and Evaluation Report
² To be Completed for the Performance and Evaluation Report or a Revised Annual Statement
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations
⁴ RHF Funds shall be included here

Part I: Summary

PHA Name: Bessemer Housing Authority	Grant Type and Number: Capital Fund Program Grant No: AL09P125501 -11 Replacement Housing Factor Grant No: Date of CFFP: _____	FFY of Grant: 2011
		FFY of Grant Approval: _____

Original Annual Statement
 Reserved for Disasters/Emergencies
 Revised Annual Statement (revision no: _____)
 Performance Evaluation Report for Period Ending _____
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised 2	Obligated	Expended

Signature of Executive Director 	Date 6/27/2011	Signature of Public Housing Director	Date
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Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bessemer	Grant Type and Number:	FFY of Grant:
	Capital Fund Program Grant No: AL09P125501 -11 Replacement Housing Factor Grant No: Date of CFFP:	2011 FFY of Grant Approval:

Development Number Name PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost ¹		Status of Work
				Original	Revised ²	Obligated	Expended	
PHA Wide	Operations	1406		481,100.00				
PHA Wide	Management Improvements	1408						
	Computer Upgrades			20,000.00				
	Various Training Sessions			1,000.00				
	Asset Management Advisory			2,000.00				
		1408		23,000.00				
PHA Wide	Administration	1410		240,550.00				
	Funding for the PHA staff @ 10% of the annual grant amount in accordance with approved salary allocation plan or Prog Mgt. fees							
PHA Wide	Fees & Cost	1430		200,000.00				
AL 125-01								
Braswell Homes	Site Improvements	1450	172 units	50,000.00				
	Siding and Weatherization	1460	172 units	25,000.00				
	Plumbing	1460	172 units	54,716.00				
	Appliances	1465	172 units	25,000.00				
Total	Braswell Homes			154,716.00				
AL 125-02								
Kate Waller	Site Improvements	1450	136 units	40,000.00				
	Interior Remodeling	1460	136 units	40,000.00				
	HVAC Upgrades	1460	136 units	35,000.00				
	Appliances	1465	136 units	25,000.00				
Total	Kate Waller			140,000.00				

1 To be Completed for the Performance and Evaluation Report or a Revised Annual Statement

2 To be Completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bessemer	Grant Type and Number: Capital Fund Program Grant No: AL09P125501 -11 CFFP (Yes/No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2011
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Development Number Name PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AL 125-03								
Sunset Homes	Site Improvements - Facility Upgrade Security	1450	128 units	50,000.00				
	Siding and Weatherization	1460	128 units	50,000.00				
	HVAC Upgrades	1460	128 Units	50,000.00				
	Appliances	1465	128 units	25,000.00				
Total	Sunset Homes			125,000.00				
AL 125-04								
Davis Heights/ Asbury Heights	Landscaping - Asbury Heights	1450	132 units	35,000.00				
	HVAC Upgrades	1460	132 units	40,000.00				
	504 Compliance	1460	132 units	249,534.00				
	Appliances	1465	132 units	40,000.00				
Total	Davis Heights/ Asbury Howard			364,534.00				
AL 125-05								
Southside Homes	Site Improvements - Facility Upgrades	1450	400 units	194,600.00				
	Flooring	1460	400 units	40,000.00				
	HVAC Upgrades	1460	400 units	40,000.00				
	Plumbing Improvements	1460	400 units	25,000.00				
	504 Compliance	1460	400 units	122,000.00				
	Appliances	1465	400 units	50,000.00				
Total	Southside Homes			471,600.00				
AL 125-06								
Hillside Homes/ J.I. Cobb	Landscaping - J.I. Cobb	1450	60 units	50,000.00				
Total	Hillside Homes/ J.I. Cobb			50,000.00				

¹ To be Completed for the Performance and Evaluation Report or a Revised Annual Statement

² To be Completed for the Performance and Evaluation Report

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Bessemer	Grant Type and Number: Capital Fund Program Grant No: AL09P125501 -11 CFFP (Yes/No): Replacement Housing Factor Grant No:	Federal FFY of Grant: <u>2011</u>
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Development Number Name PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AL 125-07								
Thompson	Site Improvements	1450	56 units	25,000.00				
Manor	Flooring	1460	56 units	40,000.00				
	HVAC Upgrades	1460	56 units	40,000.00				
Total	Thompson Manor			105,000.00				

¹ To be Completed for the Performance and Evaluation Report or a Revised Annual Statement
² To be Completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of the City of Bessemer	Federal FFY of Grant: <u>2010</u>
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Development Number Name PHA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Originals Obligated End Date	Actual Obligated End Date	Originals Expenditure End Date	Actual Expenditure End Date	
PHA Wide Operations	September 14, 2011		September 14, 2012		
PHA Wide Management Improvement	September 14, 2011		September 14, 2012		
PHA Wide Administration	September 14, 2011		September 14, 2012		
AL 125-01 Braswell Homes	September 13, 2013		September 13, 2015		
AL 125-02 Kate Waller	September 13, 2013		September 13, 2015		
AL 125-03 Sunset Homes	September 13, 2013		September 13, 2015		
AL 125-04 Davis Heights/ Asbury Homes	September 13, 2013		September 13, 2015		
AL 125-05 Southside Homes	September 13, 2013		September 13, 2015		
AL 125-06 Hillside/ J.I. Cobb Homes	September 13, 2013		September 13, 2015		

¹ Obligation and expenditure end date can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Attachment: a1125b01

Bessemer Housing Authority

Capital Fund Program Five Year Action Plan (50075.2)

Part I: Summary							
PHA Name/Number: Bessemer Housing Authority, 125501		Locality: Bessemer, AL			<input checked="" type="checkbox"/> Original 5 - Year Plan <input type="checkbox"/> Revision No:		
A.	Development Number and Name	Work Statement for Year 1 FFY	Work Statement for Year 2 FFY <u>2012</u>	Work Statement for Year 3 FFY <u>2013</u>	Work Statement for Year 4 FFY <u>2014</u>	Work Statement for Year 5 FFY <u>2015</u>	
B.	Physical Improvements Subtotal (1430, 1450, 1460, 1465.1)	Annual Statement	1,499,716	1,504,716	1,501,716	1,505,000	
C.	Management Improvements (1408)		25,616	31,380	31,760	33,677	
D.	AMP - Wide Non-dwelling Structures and Equipment (1470, 1475)		158,518	147,754	150,374	145,173	
E.	Administration (1410)		240,550	240,550	240,550	240,550	
F.	Others (1411, 1440, 1492, 1495.1)						
G.	Operations (1406)		481,100	481,100	481,100	481,100	
H.	Demolition (1485)						
I.	Development (1499)						
J.	Capital Fund Financing - Debt Service						
K.	Total CFP Funds						
L.	Total Non- CFP Funds						
M.	Grand Total			2,405,500	2,405,500	2,405,500	2,405,500

Part I: Summary						
PHA Name/Number: Bessemer Housing Authority, 125501		Locality: Bessemer, AL			<input checked="" type="checkbox"/> Original 5 - Year Plan <input type="checkbox"/> Revision No:	
A.	AMP Number & Property Name	Work Statement for Year 1 FFY	Work Statement for Year 2 FFY <u>2012</u>	Work Statement for Year 3 FFY <u>2013</u>	Work Statement for Year 4 FFY <u>2014</u>	Work Statement for Year 5 FFY <u>2015</u>
A.	AL12501 - Braswell Homes		\$341,086	\$175,000	\$210,000	\$345,000
B.	AL12502 - Kate Waller	Annual Statement	\$254,000	\$300,000	\$190,000	\$270,000
C.	AL12503 - Sunset Homes		\$155,000	\$415,000	\$276,716	\$170,000
D.	AL12504 - Davis Asbury Hts.		\$394,630	\$240,000	\$385,000	\$175,000
E.	AL12505 - Southside Homes		\$75,000	\$171,366	\$165,000	\$275,000
F.	AL12506 - Hillside/ JI Cobb		\$175,000	\$169,850	\$147,000	\$150,000
G.	AL12507 - Thompson Manor		\$105,000	\$33,500	\$128,000	\$120,000
M.	Totals		\$1,499,716	\$1,504,716	\$1,501,716	\$1,505,000
H.	AMP Wide Physical Activities		\$158,518	\$147,754	\$150,374	\$145,173
I.	AMP Wide Non-Physical Activities		\$747,266	\$753,030	\$753,410	\$755,327
J.	AMP-Wide Contingency					
K.	CFP Funds Listed for 5-Year Plan		\$2,405,500	\$2,405,500	\$2,405,500	\$2,405,500
L.	Replacement Housing Factor Funds					
M.						

Part II: Supporting Pages- Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY 2011	Work Statement for Year FFY 2012			Work Statement for Year FFY 2013		
See Annual	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP Wide Improvements			AMP Wide Improvements		
	Non-Dwelling Structures & Equipment		\$158,518	Non-Dwelling Structures & Equipment		\$147,754
	AMP Wide Total		\$158,518	AMP Wide Total		\$147,754
	Braswell Homes			Braswell Homes		
	Site Improvements		\$70,000	Landscaping		\$50,000
	Landscaping		\$66,086	HVAC		\$125,000
	Facility Upgrade		\$30,000	AMP 1 Total		\$175,000
	Windows & Doors		\$75,000	Kate Waller		
	504 Compliance		\$100,000	Exterior Rehabilitation		\$75,000
	AMP 1 Total		\$341,086	Kitch & Bath Cabinets		\$50,000
	Kate Waller			HVAC		\$100,000
	Landscaping		\$50,000	504 Compliance		\$75,000
	Exterior Rehabilitation		\$50,000	AMP 2 Total		\$300,000
	Facility Upgrade-Site Wide		\$44,000	Sunset Homes		
	Facility Upgrade-Equipment		\$45,000	Site Improvements		\$150,000
	Windows & Doors		\$65,000	Kitch & Bath Cabinets		\$65,000
	AMP 2 Total		\$254,000	HVAC Upgrades		\$100,000
	Sunset Homes			504 Compliance		\$100,000
	Site Improvements		\$25,000	AMP 3 Total		\$415,000
	Facility Upgrade-Storage		\$75,000	Davis Heights/Asbury Howard		
	Appliances		\$55,000	Exterior Rehabilitation		\$50,000
	AMP 3 Total		\$155,000	Sealing & Siding Exterior		\$65,000
	Davis Heights/Asbury Howard			Windows & Doors		\$50,000
	Plumbing Fixtures		\$75,000	Plumbing Fixtures		\$50,000
	Exterior Lighting		\$25,000	Appliances		\$25,000
	504 Compliance		\$294,630	AMP 4 Total		\$240,000
	AMP 4 Total		\$394,630	Southside Homes		
	Southside Homes			Facility Upgrade-Storage		\$50,000
	Landscaping		\$25,000	Windows & Doors		\$81,366
	Exterior Rehabilitation		\$25,000	Appliances		\$40,000
	Interior Remodeling		\$25,000	AMP 5 Total		\$171,366
	AMP 5 Total		\$75,000	Hillside Homes / J.L. Cobb Gardens		
	Hillside Homes / J.L. Cobb Gardens			Site Improvements		\$25,000
	Landscaping		\$150,000	Exterior Lighting		\$50,000
	Plumbing Upgrade		\$25,000	504 Compliance		\$75,000
	AMP 6 Total		\$175,000	Appliances		\$19,850
	Thompson Manor			AMP 6 Total		\$169,850
	Site Improvements		\$50,000	Thompson Manor		
	HVAC Upgrades		\$55,000	Appliances		\$33,500
	AMP 7 Total		\$105,000	AMP 7 Total		\$33,500
	Subtotal of Estimated Cost		\$1,658,234	Subtotal of Estimated Cost		\$1,652,470
			1,499,716			1,504,716

Part II:						
Work Statement for Year 1 FFY 2011	Work Statement for Year FFY 2014			Work Statement for Year FFY 2015		
See	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
Annual Statement	AMP Wide Improvements			AMP Wide Improvements		
	Non-Dwelling Structures & Equipment		\$150,374	Non-Dwelling Structures & Equipment		\$145,173
	AMP Wide Total		\$150,374	AMP Wide Total		\$145,173
	Braswell Homes			Braswell Homes		
	Site Improvements		\$85,000	Interior Improvements		\$60,000
	Sealing Exterior		\$75,000	Appliances		\$170,000
	Kitch & Bath Cabinets		\$50,000	Water Heaters		\$65,000
	AMP 1 Total		\$210,000	Plumbing Upgrades		\$25,000
	Kate Waller			Electrical Upgrades		\$25,000
	Interior Remodeling		\$75,000	AMP 1 Total		\$345,000
	Appliances		\$65,000	Kate Waller		
	Plumbing Upgrade		\$50,000	Site Improvements		\$40,000
	AMP 2 Total		\$190,000	Windows & Doors		\$150,000
	Sunset Homes			Flooring		\$40,000
	Parking Areas		\$82,754	Electrical Upgrades		\$40,000
	Windows & Doors		\$95,962	AMP 2 Total		\$270,000
	Plumbing Fixtures		\$98,000	Sunset Homes		
	AMP 3 Total		\$276,716	Site Improvements		\$50,000
	Davis Heights/Asbury Howard			Windows & Doors		\$60,000
	Site Improvements		\$85,000	Electrical Upgrades		\$60,000
	Roofing		\$75,000	AMP 3 Total		\$170,000
	HVAC Upgrades		\$125,000	Davis Heights/Asbury Howard		
	Electrical		\$100,000	Site Improvements		\$50,000
	AMP 4 Total		\$385,000	Roofing		\$75,000
	Southside Homes			Interior Improvements		\$50,000
	Interior Remodeling		\$165,000	AMP 4 Total		\$175,000
	AMP 5 Total		\$165,000	Southside Homes		
	Hillside Homes / J.I. Cobb Gardens			Interior Remodeling		\$200,000
	Site Improvements		\$50,000	Electrical Upgrades		\$75,000
	Interior Remodeling		\$32,000	AMP 5 Total		\$275,000
	HVAC Upgrades		\$65,000	Hillside Homes / J.I. Cobb Gardens		
AMP 6 Total		\$147,000	Exterior Improvements		\$40,000	
Thompson Manor			Flooring		\$60,000	
Site Improvements		\$75,000	Electrical Upgrades		\$50,000	
Plumbing Upgrade - Water Heaters		\$28,000	AMP 6 Total		\$150,000	
Electrical Upgrades		\$25,000	Thompson Manor			
AMP 7 Total		\$128,000	Site Security & Upgrades		\$120,000	
			AMP 7 Total		\$120,000	
	Subtotal of Estimated Cost		\$1,652,090	Subtotal of Estimated Cost		\$1,650,173
			1,501,716			1,505,000

Attachment: al125c01
Certifications for FY 2011 Annual PHA Plan
Bessemer Housing Authority

Form HUD-50077: PHA Certifications of Compliance with PHA
Plans and Related Regulations

Form HUD-50070: Certification for a Drug-Free Workplace

Form SF-LLL: Disclosure of Lobbying Activities

Form HUD-50071: Certification of Payments to Influence Federal
Transactions

Form HUD-50077-CR: Civil Rights Certification

Form HUD-50077-SL: Certification by State or Local Office of
PHA Consistency with the Consolidated
Plan

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 7/1/11, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

The Housing Authority of the City of Bessemer

AL125

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20__ - 20__

Annual PHA Plan for Fiscal Years 20¹¹ - 20¹²

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

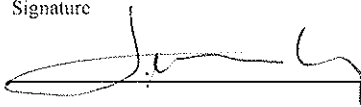
Name of Authorized Official

Jerone Levy

Title

Chairperson

Signature



Date

23 June

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

The Housing Authority of the City of Bessemer

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Housing Choice Voucher

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

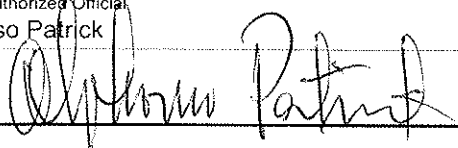
g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Alphonso Patrick	Title Executive Director
Signature 	Date 6/27/11

X

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> b. a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 007	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: The Housing Authority of the City of Bessemer 1515 Fairfax Avenue South Bessemer, AL 35020-6648 Congressional District, if known: 007	
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	7. Federal Program Name/Description: CFDA Number, if applicable: N/A	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Alphonso Patrick Title: Executive Director Telephone No.: 205-481-4420, Ext. 205 Date: 6/27/11	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

The Housing Authority of the City of Bessemer

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Housing Choice Voucher

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

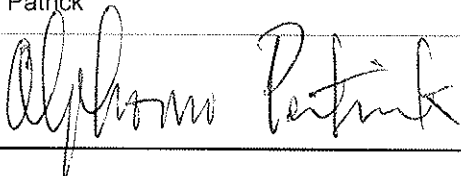
Name of Authorized Official

Alphonso Patrick

Title

Executive Director

Signature



Date (mm/dd/yyyy)

6/29/11

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

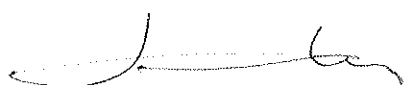
The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Housing Authority of the City of Bessemer

AL 125

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official <p style="text-align: center;">Jerone Levy</p>	Title <p style="text-align: center;">Chairperson</p>
Signature 	Date <p style="text-align: center;">23 Jun 11</p>

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Forest Davis the Community Planning & Development Director certify that the Five Year and Annual PHA Plan of the The Bessemer Housing Authority is consistent with the Consolidated Plan of The City of Bessemer Alabama prepared pursuant to 24 CFR Part 91.


Signed / Dated by Appropriate State or Local Official

Attachment: a1125d01

Fraud Policy

Bessemer Housing Authority

Bessemer Housing Authority

FRAUD POLICY

March 17, 2011

BACKGROUND

The Housing Authority of the City of Bessemer, Alabama (BHA) fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against BHA. It is the intent of BHA to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

SCOPE OF POLICY

This policy applies to any irregularity, or suspected irregularity, involving employees as well as residents, consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with BHA.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to BHA.

POLICY

Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any irregularity that is detected or suspected must be reported immediately to the Executive Director and/or appointee, who coordinates all investigations with legal counsel and other affected areas, both internal and external.

ACTIONS CONSTITUTING FRAUD

The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:

- ✓ Any dishonest or fraudulent act
- ✓ Misappropriation of funds, securities, supplies, or other assets
- ✓ Impropriety in the handling or reporting of money or financial transactions
- ✓ Profiteering as a result of insider knowledge of company activities
- ✓ Disclosing confidential and proprietary information to outside parties
- ✓ Disclosing to other persons securities activities engaged in or contemplated by BHA
- ✓ Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to BHA. Exception: Gifts less than \$50 in value.
- ✓ Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- ✓ Any similar or related irregularity

OTHER IRREGULARITIES

Irregularities concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and the Executive Director.

If there is any question as to whether an action constitutes fraud, contact the Executive Director and/or appointee for guidance.

INVESTIGATION RESPONSIBILITIES

The Executive Director has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Executive Director and/or appointee will issue reports to appropriate designated personnel and, if appropriate, to the Board of Commissioners through the Chairman of the Board.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decisions on disposition of the case.

CONFIDENTIALITY

The Executive Director and/or appointee treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the Executive Director and/or appointee immediately, and *should not attempt to personally conduct investigations or interviews/interrogations* related to any suspected fraudulent act (see **REPORTING PROCEDURE** section below).

Investigation results *will not be disclosed or discussed* with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons

suspected but subsequently found innocent of wrongful conduct and to protect BHA from potential civil liability.

AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD

Members of the Investigation Unit as designated by the Executive Director will have:

- Free and unrestricted access to all Company records and premises, whether owned or rented; and
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

Great care must be taken in the investigation of suspected improprieties or irregularities so as to void mistaken accusations or alerting suspected individuals that an investigation is under way.

An employee who discovers or suspects fraudulent activity will *contact* the Executive Director and/or appointee *immediately*. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Investigations Unit. No information concerning the status of an investigation will be given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." *Under no circumstances* should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

REPORTING PROCEDURES

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with *anyone* unless specifically asked to do so by the Investigation Unit.

Suspected fraud or related criminal activities can be reported to:

HUD OIG
Region 4, Atlanta, GA
Richard B. Russell Federal Building
75 Spring Street, Room 346
Atlanta, GA 30303-3388
Tel: (404) 331-5001
Fax: (404) 331-1243

Also:

Birmingham Office of Public Housing
Medical Forum Building
950 22nd Street North Suite 900
Birmingham, AL 35203
Phone: (205) 731-2617
Fax: (205) 731-2593
TTD: (800) 548-2546
Jurisdiction: State of Alabama

TERMINATION

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the designated representatives from the Executive Director and, if necessary, by outside counsel, before any such action is taken. The Investigation Unit does not have the authority to terminate an employee. The decision to terminate an employee is made by the employee's management. Should the Investigation Unit believe the management decision inappropriate for the facts presented, the facts will be presented to executive level management for a decision.

ADMINISTRATION

The Executive Director is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

APPROVAL

Attachment: al125e01
Bessemer Housing Authority
Memorandum of Understanding

Between

Bessemer Housing Authority
and
Birmingham Health Care, Inc.

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Housing Authority of the City of Bessemer

AND

Birmingham Health Care, Inc

FOR

PRIMARY HEALTH CARE:

FOR

The Elderly Residents of the Housing Authority of the City of Bessemer

WHEREAS, this Memorandum of Understanding shall describe and formalize the collaborative partnership between The Housing Authority of the City of Bessemer ("BHA") and Birmingham Health Care, Inc. ("BHC") for primary health care for residents of BHA and;

WHEREAS, The Housing Authority of the City of Bessemer and Birmingham Health Care, Inc. mutually agree to the following rights, duties, and obligations under this Memorandum of Understanding as described below:

I. Purpose of MOU:

The entities named above join in this agreement with the intent of coordinating resources and providing primary health care services to a targeted audience: **the Elderly Residents** of BHA. The entities also seek to increase the access of persons who are living in or approximate to specific public housing communities of Bessemer, Alabama, to primary health care resources, and health education.

II. Statement of Mission:

The above named collaborators share a commitment to support the efforts of **the Elderly Residents** of BHA to realize self-sufficiency, an improved standard of living and a heightened quality of life. The collaborators will realize this commitment by providing these families unimpeded access to the resources that will allow them to improve and maintain their health, meet all basic needs, garner education and training and receive the guidance necessary to apply skills and experience in a manner that is socially productive.

III. Period of Agreement:

This MOU shall be effective from 11/1/2011 through 11/1/2013 with the option to renew for three additional one year periods providing both parties elect to exercise the option. This MOU may be terminated by either party with a thirty (30) day written notice.

IV. Collaborators' Commitment of Resources:

The resources commitment of BHA and BHC to the realization of this project is as follows:

A. The Housing Authority of the City of Bessemer shall:

1. Provide to the project one half-time (.50 FTE) Resident Initiative Coordinator, who shall serve as the liaison between the project's leadership staff as designated by BHC and that staff's housing counterparts in all departments and units that may prove relevant in conducting the business of the project.
2. Make available to project staff at BHA housing complex space, at no cost to BHC, sufficient to operate and to provide other services (dental, mental health, health education) within the learning Opportunity Center/public areas through dedication of that space at times to be mutually agreed upon by BHA and BHC staff.
3. BHA will only make available to BHC staff the following: Space at Thompson Manor to be used for a health care clinic and clinic office space.
4. Facilitate the work of the project by supporting staff in gaining access to **the Elderly Residents** of BHA for the purpose of conducting needs assessments, undertaking outreach, and communicating with any resident-specific resident councils.
5. Provide BHC with data pertinent to the documentation and evaluation of project activities undertaken by the (BHA) on behalf of this project, based upon a schedule to be mutually agreed upon by the relevant parties.

B. Birmingham Health Care, Inc. shall:

1. Provide primary health care, dental services, prevention education, mental health and substance abuse related counseling, with related case management support.
2. Fulfill all reporting requirements including collection, collation and analysis of all project data pertinent to project evaluation and the execution of reporting requirements.

V. Confidentiality:

The Identity of participants is to remain confidential. The BHA and BHC assume responsibility for maintaining the confidentiality of individual participant records.

VI. Nondiscrimination:

The rights of all will be respected without regard to color, religion, sex, ethnicity, sexual orientation, national origin, legal status, health, or disability. All persons desiring to be served, and meeting the project's basic qualifications, will enjoy access to project staff for purpose of referral to an appropriate provider.

VII. Birmingham Health Care, Inc. Indemnifications:

BHC shall be responsible for all injuries to person and for all damages to real or personal property of the BHA or others, caused by or resulting from the sole negligence of itself, its employees, or its agents, during the progress of or connected with the rendition of services hereunder. BHC shall indemnify and hold harmless the BHA and all officers and employees of each agency from any and all liability, claims and costs, including reasonable attorney's fees:

1. For damages to real or personal property, or personal injury to any third party resulting from the sole negligence of BHC, its employees or its agents; or
2. For any breach of any obligations, duties or covenants of BHC under this MOU or transaction related to it.

VIII. The Housing Authority of the City of Bessemer indemnifications:

The BHA shall indemnify BHC from all injuries to persons and/or property which results from and proximately are caused by the sole negligence and/or willful misconduct of the BHA in performance or the failure to perform under the terms of this MOU, including liability arising out of the sole negligence and/or willful conduct of the employees or agents of the BHA, its officers and/or Commissioners, as referenced in paragraphs 1 and 2 below. This indemnity shall include only such liability, costs and damages which are proximately caused by such sole negligence and/or willful misconduct and which arise out of:

1. Damage to real property and/or personal property, or personal injury to third parties resulting from such sole negligence and/or willful misconduct of The BHA and or its employees and agents concerning the activities to be performed by the BHA under the terms of this MOU; and
2. For any breach of any obligations, covenants and/or duties of the BHA under the terms of this MOU, arising from the sole negligence and/or willful misconduct of the BHA.

XI. Insurance Requirements:

BHC shall not commence work until all insurance requirements under this section has been obtained and approved by the BHA. BHC agrees to the following:

1. BHC shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the BHA, BHC, its subcontractors and its authorized representatives, arising out of or in connection with BHC's performance of work under this MOU.
2. All insurance required to be purchased and maintained by BHC pursuant to this MOU shall name the BHA as an additional insured.
3. BHC shall furnish to the BHA Certifications of Insurance evidencing the insurance carried in compliance with this section. The Certificate shall contain a provision that at least 30 days prior written notice will be given to The BHA in the event of cancellation or nonrenewal of the insurance.

X. Contact Persons:

The contact person for The Housing Authority of the City of Bessemer shall be:

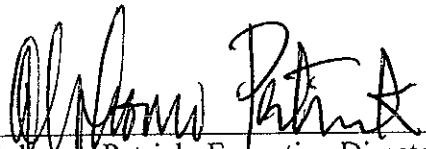
Mr. Alphonso Patrick, Executive Director
1515 Fairfax Avenue, South
Bessemer, Alabama 35021-1390
Office: (205) 481-4420 ext. 205

The contact person for Birmingham Health Care, Inc shall be:

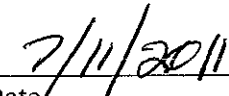
Jimmy Lacey,
Chief Executive Officer
1600 20th Street North
Birmingham, Alabama 35205
Office: (205) 212-5600

IN WITNESS WHEREOF, these tenets are agreed to by the following signatories:

The Housing Authority of the City of Bessemer

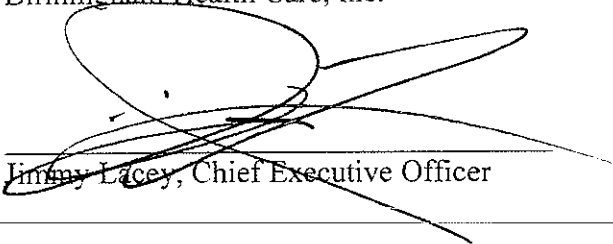


Mr. Alphonso Patrick, Executive Director



Date

Birmingham Health Care, Inc.



Jimmy Lacey, Chief Executive Officer

2/28/11
Date

Attachment: a1125f01

Admissions and Continued Occupancy Policy
(ACOP)

Bessemer Housing Authority



BHA Bessemer Housing Authority

Admission and Continued Occupancy Policy

A C O P

Admission and Continued Occupancy Policy

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Admission and Continued Occupancy Policy

I. INTRODUCTION

A. Mission Statement:

The Mission of the Housing Authority of the City of Bessemer is to increase the supply of, and maintain existing affordable rental housing; to encourage homeownership for low-income households and to promote training, educational opportunities and asset independence in a way that improves the health and community vitality of Bessemer, Alabama.

In order to accomplish the mission in an increasingly complicated and volatile market, it is our intention to:

- Pursue varying and flexible partnerships and funding opportunities to develop additional affordable housing both for rental and homeownership.
- Increase efforts to broaden the BHA Commissioners policy making ability through information sharing, training and workshops culminating with the creation of an Annual Board/Staff Strategic Planning Workshops.
- Develop an enhanced real estate Asset Management model to provide for the direction of capital funds in a rational manner, including the potential submission of the Capital Funds Financing Program (CFFP) application.
- Focus and expand the current Family Self Sufficiency program with an emphasis on educational advancement, homeownership training, job training and asset independence.
- Develop additional partnerships with other authorities, municipalities, private entities, financial institutions to leverage funding for the benefit of residents and communities.
- Explore Section 32 Public Housing Homeownership at Asbury Howard, and the new “Transforming Rental Assistance” (TRA) initiative proposed in the 2011 budget at Southside Homes.
- ~~➤ Develop a lease/purchase program for the purpose of extending low income homeownership for residents who otherwise are unable to purchase at present, but will be able to in the next few years in conjunction with the City of Bessemer’s Neighborhood Stabilization Program (NSP) effort.~~
- Increase awareness of the impact of Green Energy Conservation; develop cost saving measures and public/private partnerships to enhance energy efficient developments.
- Initiate at least one (1) new affordable housing development with an emphasis on creating an affordable, mixed-financed housing community at Hillside; apply for Tax Credits from the Alabama Housing Finance Authority and other private financings.
- Expand efforts of the Bessemer Housing & Development Corporation, a BHA non-profit instrumentality formed in 2009 to impact neighborhood revitalization throughout the City of Bessemer.
- Strengthen program operations and fiscal management with the goal being High Performer designation in public housing, and continue to expand all aspects of Voucher Management included in the 2009 High Performance Rating.

Overall, the Housing Authority of the City of Bessemer will develop a comprehensive, detailed, and ambitious plan for the coming year through teamwork. Through teamwork, the plans can be achieved. We are hopeful that many of the items will be set into motion, for the betterment of the Authority and the residents which it serves. Additional focus and attention will be on customer service and producing measurable improvement standards.

Admission and Continued Occupancy Policy

B. Purpose of Policy:

The purpose of this (Admissions and Continued Occupancy Policy) ACOP is to establish guidelines for the HA staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The policies and procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this HA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR)

C. Primary Responsibilities of the HA:

1. Informing eligible families of the availability of public housing assistance;
2. Determining and posting annually the utility allowances;
3. Receiving applications from families and determining their eligibility for assistance;
4. Inspecting public housing units to determine that they meet or exceed Uniform Physical Condition Standards (UPCS).
5. Executing leases;
6. Collecting rent on a monthly basis from residents;
7. Annual/interim re-examinations of income, family composition and re-determination of rent;
8. Authorizing and processing evictions; and,
9. Ongoing maintenance and modernization of the public housing inventory.
10. Annual updates of:
 - Flat rents/Ceiling rents
 - Utility allowance schedules
 - Annual and five year plans
 - Grievance panel
 - Local childcare rate comparability
 - Maintenance charges
 - Income limits

D. Objectives:

1. Promote the overall mission of the HA by:
 - Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - Insuring the fiscal stability of the HA.

Admission and Continued Occupancy Policy

- Lawfully denying admission or continued occupancy to applicants or residents whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to HA employees.
 - Insuring that elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aide.
2. Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HA inventory and staff.
 3. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

II. NONDISCRIMINATION

A. Complying with Civil Rights Laws:

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the HA in the way it carries out its programs. It is the policy of the HA to comply with all civil rights laws, including but not limited to:
 - Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;

NOTE:The HA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the HA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities;

Admission and Continued Occupancy Policy

- rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the HA's housing units;
- Any applicable state laws or local ordinances, and;
 - Any legislation protecting the individual rights of residents, applicants, or staff that may subsequently be enacted.
2. The HA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the HA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
 3. The HA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:
 - Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to their needs;
 - Provide anyone housing that is different (of lower quality) from that provided others;
 - Subject anyone to segregation or disparate treatment;
 - Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
 - Treat anyone differently in determining eligibility or other requirements for admission;
 - Deny anyone access to the same level of services; or
 - Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
 4. The HA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
 5. The HA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:
 - a) The HA must, upon request by an applicant or resident with a disability:
 - Make structural modifications to its housing and non-housing facilities and;
 - Make reasonable accommodations in its procedures or practices unless such structural modifications or reasonable accommodations would result in an undue financial and administrative burden on the Authority, or would result in a fundamental alteration in the nature of the program.
 - b) In making structural modifications to "existing housing programs" or in carrying out "other alterations" for otherwise qualified persons with disabilities, the HA

Admission and Continued Occupancy Policy

may, but is not required to:

- Make each of its existing facilities accessible;
 - Make structural alterations when other methods can be demonstrated to achieve the same effect;
 - Make structural alterations that require the removal or altering of a load bearing structural member; or
 - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level.
- c) When the HA is making "substantial alterations" to an existing housing facility the HA may, but is not required to:
- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
 - Make structural alterations that require the removal or altering of a load bearing structural member; or
 - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable also.

NOTE:The undue burdens test is not applicable to housing undergoing "substantial alteration."

6. The HA will not permit these policies to be subverted to do personal or political favors. The HA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

B. Making Programs and Facilities Accessible to People with Disabilities.

1. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the HA offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and administrative burden test.
2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. All documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.

NOTE:In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

3. The HA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, the HA staff will be

Admission and Continued Occupancy Policy

- prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.
4. When the HA has initial contact with the applicant, the HA staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to:
 - A qualified sign language interpreter provided for and paid for by the HA (72 hour notice will be required)
 - Having written materials explained orally by staff either in person or by telephone;
 - Provision of written materials in large/bold font; information on audiocassette;
 - Providing alternative forms of communication to persons with disabilities. This does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the HA.
 5. Some applicants will not be able to read (or to read English) so the intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain the process. The HA is not required to pay the costs associated with having a foreign language interpreter (as they are for sign language interpreters for the hearing impaired because the Fair Housing law makes no such requirement).
 6. At a minimum, the HA will prepare information to be used by applicants and residents in plain language accessible formats.

III. FAMILY INFORMATION, VERIFICATION & PRIVACY RIGHTS

- The family must supply any information that the HA or HUD determines is necessary in the administration of the public housing program. "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or an interim reexamination of family income, community service requirements and family composition in accordance with HUD requirements.
- The Tenant must supply information to the HA regarding any guardianship information, or the need to contact a third party on behalf of the Tenant.
- Any information supplied by the family must be true and complete.
- The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with the administration of the program.
- Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release resident information.

Admission and Continued Occupancy Policy

- Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.
- Information received to verify eligibility or continued occupancy shall be confidential and not disclosed to any third party without a written release and/or proper authorization.
- Information received relating to credit history, EIV, and criminal history shall be governed by those respective policies.

IV. MISSED APPOINTMENTS

A. Types of Appointments:

An applicant or resident who fails to keep an appointment without notifying the HA and without rescheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary in the following situations:

- Complete Application;
- Bringing in Verification Information;
- Briefing prior to Occupancy;
- Leasing Signature;
- Inspections (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable);
- Reexamination;
- Interim Adjustment;
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan;
- Scheduled Counseling Sessions;
- Move-In appointments.

B. Process When Appointment(s) Is Missed:

1. Applicants:

If the family does not appear or call to reschedule an appointment as required, the HA will send a notice of removal of the application from the waiting list.

2. Residents:

For most of the functions above, the family will be given the opportunity for two appointments. If the family does not appear or call to reschedule the original appointment as required, the HA will send a second appointment letter along with a "Termination and Demand for Possession" notice. If the second appointment is attended the termination will be canceled.

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NOTE: If the representative of the HA and/or Hearing Officer makes a determination in favor of the applicant/resident, the HA will comply with the decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officers decision.

C. Letters Mailed to Applicant(s)/Resident(s) by the HA:

If an applicant/resident claims they did not receive a letter mailed by the HA, that requested the applicant/resident to provide information or to attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant/resident will be assumed to have received the letter.

NOTE: If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process.

V. MISREPRESENTATION BY THE APPLICANT, RESIDENT, OR THIRD PARTY VERIFICATION SOURCE

If an applicant, resident, or third party verification source is found to have made willful misrepresentations at any time that resulted in the applicant or resident being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible. The lease and/or application will be terminated because of the misrepresentation by the applicant/resident and/or the third party verification source. If such misrepresentation resulted in resident paying, a lower rent than was appropriate, resident shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the applicant, resident and/or party supplying fraudulent information to the proper authorities for possible criminal prosecution.

VI. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS

A. Affirmative Marketing:

1. The HA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. The HA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

- a) Marketing and informational materials will:

Admission and Continued Occupancy Policy

- Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
- Describe the housing units, application process, waiting list and preference structure accurately;
- Use clear and easy to understand terms including any non-English media available in the area;
- Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- Make clear who is eligible: low-income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- Be clear about the HA's responsibility to provide reasonable accommodations to people with disabilities.

b) Outreach:

As much information, as possible about Public Housing will be disseminated through local media (newspaper, radio, television, etc.). For those who call the HA Office, the staff should be available to convey essential information, or:

- The HA may hold meetings with local community agencies.
- The HA may sponsor "open house" programs within the public housing community to attract potential residents to view a public housing unit.
- The HA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The HA shall take affirmative action to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan, "Comprehensive Housing Affordability Strategy" (CHAS), the HA planned programs will be incorporated in the CHAS.

B. Qualifying for Admission:

The term "qualifying" refers to applicants who are eligible and able to meet the applicant selection standards.

1. It is the HA's policy to admit only qualified applicants.
2. An applicant is qualified if he or she meets all of the following criteria:
 - a) A family, as defined in the appendix.
 - b) Meets HUD requirements on citizenship or immigration status;
 - c) Has an annual income (as defined in the appendix) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in the HA offices.
 - d) Provides documentation of Social Security numbers for all family members; and
 - e) Meets the Applicant Selection Criteria including completing the HA approved

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pre-occupancy orientation session if requested.

C. Establishing and Maintaining the Waiting List.

1. Administration of the Waiting List:

It is the policy of the HA to administer its waiting list as required by HUD's regulations.

2. Opening and Closing Waiting Lists

- a) For any unit size or type, if the HA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, the HA may elect to:
 - Close the waiting list completely;
 - Close the list during certain times of the year; or
 - Restrict intake by preference, type of project, or by size and type of dwelling.
- b) A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of the HA to house applicants in 12 months. Decisions to close waiting lists, restrict intake, or open waiting lists will be publicly announced.
- c) When the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting List may be Closed

- a) Closing of Application Taking:

The HA will make known to the public through publication in a newspaper of general circulation, minority media, or other suitable means that applications for public housing units are being suspended. To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.
- b) Opening of Application Taking:

When the HA decides to start taking applications, the waiting list may be opened by bedroom size. The HA will make known to the public through publication in a newspaper of general circulation, minority media, or other suitable means the availability and nature of housing assistance for eligible families. The notice must contain the following:

 - The date applications will be accepted and the location where applications can be completed. If the HA anticipates suspending the taking of applications after a period of time, the closing date must be published;
 - Advise families that applications will be taken at the designated office;
 - Briefly describe the public housing program;
 - State that applicants for public housing must specifically apply for the public housing units and those applicants for public housing may also apply for to the Section 8 program, if applicable, and they will not lose their place on the public housing waiting list if they also apply for Section 8 assistance. For this to be applicable the HA must have a Section 8 program and be accepting applications for Section 8 assistance; and

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- To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

NOTE: The closing date for taking applications may be determined administratively at the same time that the HA determines when to open enrollment. The open enrollment period shall be long enough to allow sufficient applicants that will be required in the next 12 months because of the projected turnover and the number of public housing vacancies.

4. Updating the Waiting List:

At least once a year the HA will update each waiting list by contacting all applicants in writing, or by the method designated at initial application by applicants with disabilities. Written communications will be sent by first class mail to the most current address supplied by the applicant. This is in addition to ongoing purging through the offering of units. (Offer letter must state that failure to respond will result in removal from the waiting list).

NOTE: If no response is received by the due date, the HA will withdraw the name of an applicant from the waiting list. Mail returned undeliverable by the post office will be retained unopened by the HA in the applicant file.

At the time of initial intake, the HA will advise families that they must notify the HA, in writing, when their circumstances, mailing address or phone number(s) change.

D. The Preference System:

1. Establishment of Preferences for the Waiting List

Preferences establish the order of placement on the waiting list, and will only be granted to applicants who are otherwise qualified and who at the time of the unit offer (prior to execution of lease) meet the definitions of the preferences described below (Preference 1 = highest priority; Preference 7 = lowest priority). At the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified and every applicant must still meet the HA's Selection Criteria before being offered a unit. The HA will not relax eligibility or screening criteria to admit otherwise unqualified applicants.

****Note: Income targeting requirements shall take precedence over all Preferences.**

2. Waiting List Preferences:

Preference 1: Natural Disaster (PH Resident)

This selection preference is for a public housing family or individual in

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the City of Bessemer or another jurisdiction, affected by a federal and/or state natural disaster.

Preference 2: Natural Disaster (Non PH Resident)

This selection preference is for all other families or individuals affected by a federal and/or state declared natural disaster.

Preference 3: Displaced

This selection preference is for individuals or families displaced by government action (i.e. required to move by level of government: federal, state or local), refugees as defined by federal law; and individuals (within the City limits of Bessemer, Alabama) displaced due to the inaccessibility of a unit including fire/flood or other casualty to the unit; and /or HUD disposition of a HUD multi-family project, or individuals displaced by domestic violence.

Preference 4: Veterans

This selection preference is an individual who has served on active duty in the U.S. Army, Navy, Air Force, Marine Corps, or Coast Guard, but for not less than ninety days active service, and is no longer on active duty. Persons who have served in the National Guard or Military Reserves are classified as veterans only if they have been called or ordered to active duty.

The veteran preference shall include the spouse, surviving spouse, dependent parent or dependant child of a veteran, and the divorced spouse of a veteran who is legal guardian of a child of the veteran.

Applicants claiming this preference will be required to provide U.S. Government documents which indicates that the applicant qualifies under the above definition.

NOTE: To qualify as a surviving spouse the applicant must have been married at the time of veteran's death and never remarried.

Preference 5: Working Full-Time

To qualify for this selection preference, the head-of-household, spouse, or sole member of the family must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) at the time of application and at the time of unit offer. It must be apparent that the full time employment is of a continuous, as opposed to a temporary nature, and the applicant must anticipate such continuous employment after the date of placement. Seasonal full-time employment such as that of school support personnel shall be eligible for this preference if the break in continuous employment is a result of the academic school calendar.

Unemployed workers shall be eligible for this preference only if the person is currently receiving unemployment benefits. To be eligible for unemployment benefits, the person must have worked and earned wages in at least 2 quarters of their

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qualifying base period. The qualifying base period shall be the first 4 quarters (12 months) of the last 5 completed quarters from the date the claim was filed. For example, if the claim was filed effective 10/5/08, the qualifying base period would be the 12 month period beginning 7/1/07 and ending 6/30/08.

The total of the qualifying base period earnings must equal or exceed 1 and ½ times the highest quarter earnings. The average of the two highest quarters must equal or exceed \$1,157.01.

NOTE:A head-of household, spouse or sole member aged 62 or older, or a person with disabilities is eligible for this preference.

Preference 6: Working Part-Time

To qualify for this preference, the head-of-household, spouse, or sole member of the family must work for wages, commissions, or other consideration of value, and demonstrate part-time employment (20 hours to 31 hours per week) at the time of application and at the time of unit offer. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the applicant must anticipate such continuous employment after the date of placement. Seasonal part-time employment such as that of school support personnel, shall be eligible for this preference if the break in continuous employment is a result of the academic school calendar.

Preference 7: Job Training and Other Certified Development Programs

To qualify for this preference, the head-of-household, spouse, or sole member of the family must be participating in an education or employment program funded by HUD, the Workforce Investment Board, or any other federal, state, or local organization whose primary purpose is to prepare low and very low income individuals for economic independence or family self-sufficiency. Such participation must be for a minimum of twenty (20) hours per week, and must be verified in writing by the program provider.

Additionally, the BHA may, from time to time, certify other programming that may qualify for this preference.

NOTE:Applications will be reviewed and placed in consecutive order by each preference category, date/time stamped, and assigned accordingly. If an applicant qualifies for more than one preference, the applicant will be placed in the highest preference category on the waiting list.

3. Special Circumstance Preferences:

These preferences apply only to specific units:

- For one bedroom/efficiency units; elderly, disabled families and displaced persons over single persons.
- The HA has designated **Thompson Manor** as an elderly-only development in accordance with HUD regulations, and will only offer available units for occupancy to elderly and disabled families 62 years of age or older.

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- The HA has designated specific buildings in the **Southside Homes** development for occupancy by elderly, near-elderly and disabled families only.

4. Factors other than Preferences:

Before applying its preference system, the HA will match the characteristics of the available unit to the applicants available on the waiting list. Unit sizes, accessibility features, or type of project limit the admission of families to households whose characteristics match the vacant unit available. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preference (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference). Factors other than the preference system that affect applicant selection are described below:

- a) When selecting a family for a unit with accessible features, the HA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing resident families seeking a transfer and second preference will be given to applicant families. If no family needing accessible features can be found for a unit with such features, the HA will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.
- b) When selecting a single person at a mixed population development, elderly, disabled, or displaced single persons have priority over other singles. Single applicants who are not elderly, disabled, or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units.

NOTE: Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease); meet the definitions of the preferences described below. The HA will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

5. Administration and Verification of the Preferences:

- a) Depending on the time an applicant may have to remain on the waiting list, the HA will either verify preferences at the time of application (when the waiting list is short or nonexistent) or require that applicants certify to their qualification for a preference at the time of application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of certification.
- b) The HA may use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify the HA of any change that may affect their ability to qualify for a preference.

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- c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the non-preference category, and to a lower position on the waiting list based on date and time of application, if applicable.

6. Changes in Preference Status While on the Waiting List

Families on the waiting list who did not qualify for a preference when they applied may experience a change in circumstances that later qualifies them for a preference. The reverse may also occur. In such circumstances, the family should contact the HA so that their status may be recertified or re-verified. If preference status changes, applicants retain their original date and time of application or application number.

If the HA determines that the family does now qualify for a preference, they would be moved up on the waiting list in accordance with their preference, and their date and time of application, and would be informed in writing of how the change in status has affected their position on the waiting list.

7. Notice and Opportunity for a Meeting:

If the HA determines that an applicant does not meet the criteria for a preference, the HA must promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the HA's designee to review it. If requested within the time given in the notice the meeting must be conducted by a person or persons designated by the HA. The person designated by the HA to conduct the informal hearing shall be an impartial person appointed by the HA other than a person who made the approval of the HA's action under review or a subordinate of such person. The procedures specified in this section must be carried out in accordance with HUD's requirements. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, age, religion, sex, disability, familial status, and national origin.

NOTE:The HA grievance procedure applies only to residents. It does NOT apply to applicants.

E. Processing Applications for Admission:

1. How to Apply:

Families wishing to apply for Public Housing shall complete an application for public housing assistance. Applications may be made in person during specified dates and business hours posted at the HA's office(s) at the following location 1515 Fairfax Avenue, Bessemer, Alabama.

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- Completed applications will be accepted for all applicants and the information will be verified by the HA.
- The application must be dated, time-stamped, and referred to the appropriate HA's office where resident selection and assignment is processed.
- Individuals who have a physical impairment which would prevent them from completing an application in person may call the HA to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is no longer required as these services are available through the telephone service provider. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

2. Interviews and Verification Process:

As applicants approach the top of the waiting list, they will be contacted by first class mail or telephone to schedule an interview to complete the application process if needed. Applicants who fail to attend their scheduled interview or fail to reply to the letter will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

The following items (MUST) be verified to determine qualification for admission to the HA's housing program:

- a) Family type (elderly/disabled/near elderly /non-elderly); May be verified by examination of: birth certificate, driver's license or other government ID card with photo, marriage license, Social Security and SSI verification, licensed doctor statement, or other similar document.
- b) Verification of family composition is verification of the members who will live in the unit which meet the definition of a family defined in this policy.
- c) Annual Income:
Income verification will be conducted in the chronological order listed below: Each step must be documented prior to proceeding to use the next option. The specified order listed below must be followed:

Step	Action
1st	Up front income verification (UIV) (Ex: Work Number, Credit Bureau). If desired information is NOT obtained go to next step.
2nd	Third party written verification. Send standard income verification to income source(s). May be sent by mail or fax. Note: If a desirable response is not received in a timely manner a 2nd letter may be sent but not required in all cases. If desired information is NOT obtained go to next step.
3rd	Third Party oral verification (documented to file). This could be via phone or interview by staff. A written record of this contact should be prepared by the HA that includes: date/time of contact, name and source of information, the HA staff person, summary of information provided, and the reason for using oral verification. If desired information is NOT obtained go to next step.
4th	Document Review: Resident file documentation may include a record of

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	<p>documentation reviewed by the HA staff which supports the family's statement. If possible, original copies (not photocopies) of supporting documents should be reviewed, though the HA should photocopy the document(s) (unless prohibited by law) and place in the applicant's file. The HA staff reviewing the document(s) should prepare a summary of the information and sign/date this summary. This summary should include the reason for using document review as verification and again, if possible, the HA should follow-up with a third party to obtain written verification later.</p> <p>If desired information is NOT obtained go to next step.</p>
5th	<p>Family Declaration or Certification: When all other forms of verification are impossible to obtain, the HA can obtain a notarized statement or signed affidavit from the family, attesting to the accuracy of the information provided. The applicant's file should clearly document why other forms of verification were impossible to obtain. Please note that this type of documentation should rarely be used and should not be used merely for the convenience of the applicant or the HA, or where the applicant cannot provide the necessary information.</p> <p>Note: May require re-verification in less than 12 months.</p>

- d) Assets and Asset Income;
 - e) Social Security and SSI;
 - Request that the applicant provide a copy of their SS or SSI benefit letter, dated within the last 60-days. If the applicant does not have a current letter, assist the applicant in requesting the benefit letter from the SSA website. www.socialsecurity.gov
 - f) Deductions from Income;
 - g) Preferences;
 - h) Social Security Numbers (SSN) of all Family Members; Families are required to provide SSN's for all family members prior to admission. All members of the family defined above must provide an original valid social security card.
 - Current family members without a copy of the social security card in the tenant file must provide an original valid card by the next annual recertification.
 - Prior to being added to the lease (newborns/adoptions/etc.) the head-of-house must provide an original valid card.
 - i) Applicant Screening Information; and the HA documented direct knowledge or 3rd party
 - j) Citizenship or eligible immigration status. Citizens are permitted to certify to their status. Eligible Immigration status will be verified with INS.
2. Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses.
 3. The HA's applications for admission to public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by the HA as to eligibility of the applicant; when eligible, the unit size(s) for which

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eligible; preference, if any. The date, location, identification, and circumstances of each vacancy offered and accepted or rejected must be maintained.

F. Screening Applicants for Admission:

1. HUD Regulations

All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, the HA will require applicants to demonstrate ability to comply with essential provisions of the lease. The HA will ask if the Applicant requires any special accommodations or presence of a third party to help them with the application process and tenancy.

2. Complying with essential lease requirements:

- a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with this policy. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the HA.
- b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
 - Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
 - Adversely affect the physical environment or financial stability of the project;
 - Violate the terms and conditions of the lease;
 - Require services from the HA staff that would alter the fundamental nature of the HA's program.
- c) The HA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.
- d) The HA will complete a credit check and a rental history check on all applicants.
- e) Payment of funds owed to any HA or any other federally subsidized housing program is part of the screening evaluation. Outstanding balances will result in the rejection of the application.

NOTE: Applicants that owe a HA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed, the applicant must meet all other conditions for occupancy. Re-paying funds that are due, do not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.

- f) The HA will complete a criminal background check on all adult applicants or any

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member for whom criminal records are available. Before the HA rejects an applicant on the basis of criminal history, the HA must notify the household of the proposed rejection and proceed under the provisions of the Criminal Records Management Policy.

- g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the HA may seek information from a drug abuse treatment facility or local law enforcement agency to determine whether the facility or agency has reasonable cause to believe the household member is currently engaging in illegal drug use.
- h) The HA may complete a home visit on all applicants that have passed criminal history screening and have incomplete or questionable landlord references to determine if the applicant(s) housekeeping would create health or sanitation problems. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant(s) treatment of the unit or are caused by the unit's overall substandard condition.
- i) Housekeeping criteria to be checked shall include, but not be limited to:
 - Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
 - Cleanliness in each room; and
 - General care of appliances, fixtures, windows, doors and cabinets.Other: The HA lease compliance criteria will also be checked, such as:
 - Evidence of destruction of property;
 - Unauthorized occupants;
 - Evidence of criminal activity; and
 - Conditions inconsistent with application information.

NOTE:All applicants shall have at least a two-day advance written notice of home visits.

- j) All applicants will be required to attend and complete the HA's Pre-Occupancy Orientation.
- k) The HA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant family's adult members:
 - Past performance in meeting financial obligations, especially rent and utility bills.
 - Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other residents or neighbors.
 - History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that could adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.

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NOTE:The HA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection.

- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
 - An applicant(s) ability and willingness to comply with the terms of the HA's lease.
- l) The HA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:
- The HA shall reject the application of any applicant for **three years (drug trafficking; 10 years)** from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the HA may admit the household if the HA determines that:
 - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HA, or
 - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
 - The HA is required to reject the application of a household if the HA determines that:
 - Any household member is currently engaging in illegal use of a drug; or
 - The HA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing;
 - Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program; or
 - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

NOTE:The above list is not intended to be all-inclusive. Applicants may be denied admission if the HA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

- m) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, or rent will result in rejection. In the event the misrepresentation is discovered after

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admission, the lease will be terminated for such misrepresentation. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

- n) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the HA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by the HA.
- o) Have previously been evicted from public housing, including having moved from the HA as a result of their lease being terminated by the HA.
- p) Committed acts, which would constitute fraud in connection with any federally, assisted housing program.
- q) Did not provide information required within the time frame specified during the application process.
- r) During the interview process, the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.
- s) The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, police department or other law enforcement agencies. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information used in accordance with Criminal Records Management Policy.
- t) If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.

3. Screening applicants who claim mitigating circumstances:

- a) If negative information is received about an applicant, the HA shall consider the time, nature, and extent of the applicant's conduct and other factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
- b) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate the reason for the unsuitable rental history and/or behavior; and that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, the HA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The HA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- d) Examples of mitigating circumstances might include:
 - Evidence of successful rehabilitation;

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- Evidence of the applicant family's participation in social service or other appropriate counseling service; or
 - Evidence of successful and sustained modification of previous disqualifying behavior.
- e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. The HA will consider such circumstances in light of:
- The applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
 - The applicant's overall performance with respect to all the screening requirements; and
 - The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants:

- a) Verified information will be analyzed and a determination made with respect to:
- Eligibility of the applicant as a family;
 - Eligibility of the applicant with respect to income limits for admission;
 - Eligibility of the applicant with respect to citizenship or eligible immigration status;
 - Unit size required for and selected by the family;
 - Preference category (if any) to which the family is entitled; and
 - Qualification of the applicant with respect to the Selection Criteria.
- b) Qualified (DETERMINED TO BE ELIGIBLE):
Families will be notified by the HA of the approximate time frame of admission insofar as that date can be determined; however the time frame stated by the HA is an estimate and does not guarantee that applicants can expect to be housed by that date.
- c) Denied (DETERMINED TO BE INELIGIBLE):
Generally, applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
- 1) Denied admission for **one year** for the following:
- Past rental record,
 - Bad rent paying habits,
 - Bad housekeeping habits, in and outside the unit,
 - Damages,
 - Disturbances,
 - Live-ins,
 - Demonstration of hostile behavior during the interview process that indicates that the applicant may be a threat to staff or residents,
 - Being evicted from a HA, including having moved from a HA as a result of their lease being terminated by the HA for reasons other than as listed below (beginning on the date of such eviction),
 - Having other federally subsidized housing assistance terminated for reasons other than as listed below (beginning on the date of such eviction).

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- 2) Denied admission for **three years** for the following:
 - Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity (except drug trafficking) are ineligible for admission to public housing for a **three year period** beginning on the date of such eviction.
 - The HA can waive this requirement if the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.
 - Drug use without evidence of rehabilitation.
- 3) Denied admission for **five years** for the following:
 - Fraud: Giving false information on the application or during an interview; **residing at two Housing Authorities simultaneously**; Applicants must disclose criminal history on the application. If the criminal background check reveals convictions not reported on the application, the application will be denied.
 - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period. (Whichever is later).
- 4) Denied admission for **10 years** for the following:
 - Conviction for drug trafficking.
- 5) Denied admission **for life** to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- 6) Denied admission **for life** to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a public housing project. Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

NOTE: These time frames (with the exception of 5 & 6) are only guidelines and the HA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation.

d) Notice to Deny Applicants:

Unqualified applicants will be promptly notified by a Notice of Rejection from the HA, stating the basis for such determination and offering an opportunity for informal hearing (see Procedure for Informal Hearing for Rejected Applicants). The denial letter will allow the applicant 10 calendar days to request an informal meeting (verbal and/or in writing) with the HA. A HA representative will hear the appeal and issue a decision within 10 calendar days of the meeting. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.

Admission and Continued Occupancy Policy

G. Occupancy Guidelines:

1. Guidelines:

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units, with the written agreement, that they must transfer to the appropriate size unit when instructed to do so by the HA. Otherwise, the following occupancy standards shall apply:

Suggested Guidelines

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0 Br	1	1
1 Br	1	2
2 Br	2	4
3 Br	3	6
4 Br	4	8
5 Br	5	10
6 Br	6	12

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- a) It will not be necessary for adults of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed physician.
- c) Two children of the opposite sex over the age of six years will not be required to share a bedroom, although they may do so at the request of the family.
- d) An unborn child will not be counted as a person in determining unit size. At the option of the HA, an infant, up to the age of **three** years, may share a bedroom with its parent(s). A single pregnant woman will be assigned to a one-bedroom unit.
- e) The HA will count a child who is temporarily away from the home because the child has been placed in foster care for six months or less, is away at school or other situations that can be documented.
- f) A single head of household parent shall not be required to share a bedroom with his/her child over the age of **three** years, although they may do so at the request of the family.
- g) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned two bedroom units.

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- h) Efficiency apartments will be occupied first by persons who prefer efficiencies to one bedroom units. Once applicants who prefer efficiencies have been housed, single individuals applying to mixed population buildings who wish to live in one bedroom units (rather than efficiencies) will be offered a unit based on their position on the waiting list to determine whether they will be offered a one bedroom or efficiency.

2. The general HUD standard:

Two persons per bedroom will be the standard for the smallest unit a family may be offered.

NOTE: Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

NOTE: Exceptions may be made to allow for full utilization of all bedroom sizes. Family will be required to sign an acknowledgment that they will be required to move to the proper size unit if their unit is needed to house a family requiring the larger unit.

3. Family Options:

If a family opts for a smaller unit size than would normally be assigned under the unit size standard (because, for example, the list is moving faster) the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size, or circumstances (other than age of family members) change.

NOTE: When a family is actually offered a unit, if they no longer qualify for the unit size where they were listed, they will be moved to the appropriate waiting list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

VII. TENANT SELECTION AND ASSIGNMENT PLAN

Check One	This HA maintains the checked waiting list method
<input checked="" type="checkbox"/>	Community-wide Waiting List
<input type="checkbox"/>	Site-based Waiting Lists

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A. Organizing the Waiting List

1. Community-wide Waiting List:

It is the HA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- Type and size of unit needed (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- Applicant preference or priority, and
- Date and time the application is received.

NOTE: The HA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

B. Making Unit Offers to Applicants

NOTE: The HA shall be responsible for keeping accurate records evidencing: eligibility status on waiting list, position on waiting list, offers made, and offers rejected (reason), and date housed. *To meet this requirement, the HA shall keep a printed copy of the waiting list each time it is reordered, unless a historical electronic copy can be produced.*

1. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability, or familial status in this policy, a three offer system will be used to make unit offers.
 - After applications are sorted by bedroom size, preferences, and date and time, the first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.
 - The applicant may be contacted via telephone, but shall also be sent an offer letter by first class mail to the applicant's last know address (or the method of communication designed by an applicant with disabilities) asking the applicant to respond within 5 business days.
 - If applicant refuses the first offer, the refusal will be documented, and the applicant will retain their current position on the waiting list.
 - If the applicant refuses the 2nd offer, the date and time of their application will be changed to the date and time of the refusal. The applicant will then lose their preference status and will be moved to the bottom of the entire waiting list. The applicant will receive a third and final offer when their name reaches the top of the waiting list.
 - When the applicant's name reaches the top of the waiting list, the applicant must accept the 3rd vacancy offered within five business days of the date the offer is communicated or be removed from the waiting list.
2. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the offer.

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3. In the selection of a family for a unit with accessible features, the HA will give preference to families that include a person with disabilities who can benefit from the unit features.

If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is anticipated to be ready for move-in first. If two units are anticipated to be ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

4. The provisions of the deconcentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and preference priority, and allow the HA to skip families on the waiting list to accomplish this goal.

NOTE: For every fiscal year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed 30% of the area median income. The goal for public housing shall be 40% of new admissions. In reaching the new admissions goals, the HA is required to avoid concentrating very low-income families in projects and must comply with the Deconcentration Policy.

EXPLANATION: The purpose of the Deconcentration Policy is to maintain a resident body in each development composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in the HA's area of operation as defined by state law.

C. Removing Applicant Names from the Waiting List:

To ensure vacant units are filled in a timely manner, the HA needs a waiting list that is accurate. While each applicant must keep the HA apprized of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests in writing that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of reexamination, or because he/she fails to meet the applicant selection criteria; or
4. The application is withdrawn because the HA attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:
 - The applicant will be sent an offer letter by first class mail to the applicant's last known address, asking the applicant to contact the HA within five business days, or;
 - The applicant will be sent a letter of continued interest by first class mail to the applicant's last known address, asking the applicant to contact the HA within five business days, or;

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NOTE: If an applicant contacts the HA as required within any of the deadlines stated above, he/she shall be housed or retained on the waiting list.

5. Persons who fail to respond to the HA attempts to contact them because of verified situations related to a disability shall be entitled to a reasonable accommodation. In such circumstances the HA shall reinstate these individuals to their former waiting list positions.
6. Families whose applications are withdrawn or rejected must reapply for housing only when the waiting list is open. Families whose applications were rejected may not reapply for 12 months.

D. Leasing Accessible Units:

1. Before offering a vacant accessible unit to a non-disabled applicant, the HA will offer such units:
 - First, to a current public housing resident having a disability that requires the special features of the vacant unit.
 - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, the HA will require the applicant to agree to move to an available non-accessible unit within 30-days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

E. Administering the Applicant and Transfer Waiting Lists:

Check One	The HA must select one of the following methods
<input checked="" type="checkbox"/>	Applications for admissions including initial intake, waiting list management, and screening, will be made at the BHA Central Office only. Requests for transfers, including waiting list management of existing residents, will be processed by Property Managers. All admissions and transfer offers will be made by Property Managers.
<input type="checkbox"/>	Applications for admission and transfer will be processed at the property level. Offers may be made in person, in writing or by phone.

F. Transfers:

Some transfers take priority over new admissions. See IX.

VIII. LEASING POLICIES

A. General Leasing Policy:

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.

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2. At a minimum the lease shall be signed by the head, spouse and a representative of the HA, prior to actual admission.
3. If a resident transfers from one HA unit to another, a new lease will be executed for the dwelling into which the family moves.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - a) A new lease agreement will be executed,
 - b) A Notice of Rent Adjustment (lease addendum) will be provided, or
 - c) A replacement first page to the lease agreement will be executed with the original lease date.

NOTE:All new leases and replacement pages are to be dated and signed by the resident(s) and a representative of the HA. Lease addendums provided by the Landlord and mailed to the resident **DO NOT** have to be executed (signed) by the resident.

5. Residents should advise the HA, in advance, if they will be absent from the unit for more than 14 days. The lease requires them to notify the HA by the fifth day of the absence. Residents shall notify the manager, secure the unit and provide a means for the HA to contact the resident in an emergency. Failure to advise the HA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing:

1. When offering units, the HA will provide the applicant with the unit address and location of the property. If the offer of a unit is preliminarily accepted by the applicant, the HA will contact the applicant to set up a date to show the unit if desired by the applicant.
2. Once the unit is shown and the applicant accepts the unit and all the HA requirements have been met the lease will be signed by all parties. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant.
3. No lease will have an effective date before the unit is ready for occupancy.

C. Orientation of Families

1. **Briefing:** The purpose of the briefing is to cover the occupancy requirements for the resident and the landlord. The head of household and other adult members of the household (18 and over) are required to attend the briefing. The family will not be housed if they have not attended a briefing.

Failure to attend a scheduled briefing (or call to reschedule prior to the briefing) will result in the family's application being withdrawn. The family must re-apply for housing if desired.

2. The prorated rent for the current month and the applicable security deposit or down

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payment on the security deposit as required by BHA policy must be paid at the briefing before the lease is signed.

3. The applicant must furnish proof that all tenant supplied utilities are in service in the name of the head of household prior to the lease being signed.
4. The head of household and all adult members of the household (18 and over) are required to watch an orientation file covering the contents of the lease.
5. The head of household and all adult members of the household (18 and over) will have a HA photo ID made.
6. The signing of the required occupancy forms is to be privately handled at the briefing. All members of the household (18 and over), including the head of household and a HA representative are required to sign (execute) the Dwelling Lease prior to admission. One executed copy is to be furnished to the family and the original executed lease shall be retained in the Tenant file.
7. The lease, grievance procedure, and required occupancy forms will be explained at the briefing. The lease will specify the unit to be occupied, family composition, date of admission, the rent to be charged, utility allowances, and the terms and conditions of occupancy. The applicant will be provided with a move-in package containing additional policies, schedules of charges, etc.

If for any reason the family becomes over or under housed, they must be notified that once a unit of the appropriate size is available they will be required to move to the appropriate size unit as outlined in Transfers. The moving date should be within thirty (30) days of the date of the HA's written notification to the affected family. If the HA has more vacancies than families on the waiting list for the unit size of the family that is over housed, the family may remain in the unit until the next scheduled re-exam. However, families that are underhoused should be housed in the appropriate size unit as soon as a unit is made available, but not more than thirty days after notice from the HA.

D. Additions to the Household and Visitors:

1. Only those persons listed on the most recent lease shall be permitted to occupy a dwelling unit.
 - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in. The family shall notify the HA of all births, adoptions and court awarded custody within ten days of the occurrence.
 - All persons listed on the most recent reexamination form and the lease must use the dwelling unit as their sole domicile.

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2. When a resident requests approval to add a new person to the lease, the HA will conduct pre-admission screening of any proposed new member to determine whether the HA will grant such approval.
3. Examples of situations where the addition of a family or household member is subject to screening are:
 - Resident plans to be married and requests to add the new spouse to the lease;
 - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren);
 - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult who is not a part of the original household, requests permission to take over as the head of the household.
 - See item 9 below for adding a minor using a Power of Attorney.
4. Residents who fail to notify the HA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Persons added without the HA's approval will be considered unauthorized occupants and the entire household will be subject to eviction.
5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on the HA premises that would be a lease violation.
 - Visits of more than 14 days in a calendar year shall be authorized only by the HA with advance documentation of extenuating circumstances.
 - Visitors remaining beyond this period without prior approval of the HA shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
6. Boarders, lodgers or others not on the lease shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.
7. Residents will not be given permission to allow a former resident of the HA who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.
8. Family members who move from the dwelling unit shall be removed from the lease.
 - The resident shall report the move out within 10 calendar days of its occurrence.
 - The individual(s) may not be readmitted to the unit and must apply as a new applicant household(s) for placement on the waiting list.
 - Medical hardship or other extenuating circumstances shall be considered by the HA in making determinations under this paragraph.
9. A resident may add a minor to the lease using the "Power of Attorney" provisions of Section 25-2A-7, Code of Alabama 1975. The HA shall require that the resident use the HA form, have the form filed and recorded with the Probate Judge, and return the recorded form to the HA office. The additional person must still meet all criteria of the admissions process and all other provisions of this ACOP shall apply, including the HA's consideration of whether the unit will still be properly sized, etc. The HA shall verify that the person added to the lease via this method is actually living in the

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unit. The Power of Attorney is good for only one year and must be annually renewed, recorded, etc. (The change to Section 9 is effective October 1, 2009).

IX. TRANSFER POLICY

A. Objectives of the Transfer Policy:

- To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- To facilitate relocation when required for modernization or other management purposes.
- To facilitate relocation of families with inadequate housing accommodations.
- To eliminate vacancy loss and other expense due to unnecessary transfers.

B. Types of Transfers:

1. HA Mandated:

The HA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers the HA will cover the cost of the transfer pursuant to HUD schedule of relocation cost.

2. Transfers for Reasons of Health or ADA Reasonable Accommodation:

- a. **HEALTH:** Resident may be transferred when the HA determines that there is a medical need for such transfers. The resident will be required to provide a statement from a medical doctor, which indicates the condition of the resident. The HA may send a request to the doctor for verification to be submitted directly to the HA from the doctor. The HA may also require the resident to be examined by a doctor of the HA's choosing. The HA reserves the right to make its own evaluation of the situation and documentation.
 - i. The resident must pay for all moving expenses.
 - ii. If the HA concludes that there is not a substantial and necessary medical need for a health transfer, the request shall be treated as a convenience transfer under Section IX.B.6.
- b. **ADA REASONABLE ACCOMMODATION:** If a resident requests a transfer as a reasonable accommodation under the American with Disabilities Act (ADA), the HA will request third party verification from the doctor. The HA may also require the resident to be examined by a Doctor of the HA's choosing. The HA will determine whether or not the request is reasonable and whether or not the ADA applies.
 - i. The HA will pay for all reasonable moving expenses pursuant to HUD schedule of relocation cost.

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- ii. If the HA concludes that the ADA does not apply, the HA will determine whether the transfer should be treated as a convenience transfer under IX.B.6. or as a Health transfer under Paragraph a above.
- c. Health/Reasonable Accommodation transfers will not incur a convenience transfer fee.
- d. Prior to approval of Health/Reasonable Accommodation transfers, the resident must be current on all rent, utilities and other charges.
- e. Health/Reasonable Accommodation transfers will be within the resident's original neighborhood unless the appropriate size and type of unit does not exist on the site.

3. Other HA Initiated Transfers:

To correct occupancy standards the HA may transfer residents to the appropriate sized units. Residents are obligated to accept such transfers. Transfers will be made in accordance with the following principles:

- Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines.
- Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
- The resident must pay for their moving expenses.
- To avoid concentrations of the most economically and socially deprived families. (Moving expenses paid by the HA).
- Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.

4. Incentive Transfers By HA:

The HA may occupy recently modernized and scattered site units through incentive transfers. Modernized units will be filled with incentive transfers, new applicants, or a combination of both in a manner that has the least impact on vacant units.

- Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.

5. Incentive Transfers Requested by the Resident:

Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. To be considered for an incentive transfer, the following conditions must be met:

- Residency in a HA development for at least three years.
- No more than two repayment agreements or unpaid balances at any time in the past two years.
- No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.

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- Good housekeeping record.

NOTE:No exceptions will be granted to the good record requirement for incentive transfers. The resident is responsible for the cost of moving.

6. Convenience Transfers:

The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the resident. All costs of the transfer shall be borne by the resident. A "Transfer Charge" list is posted in the HA offices for review. The "Transfer Charge" is based on our administrative cost of **\$200** for processing the transfer. The HA updates the transfer charge list as needed and will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within three days of the transfer. The resident is allowed a period of three days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than three days, and the keys are not turned in, the resident will be charged **\$20** per day for each additional day. Prior to the transfer, the Landlord will perform an inspection on the current unit to determine the amount of charges the resident will be required to pay as a result of resident-caused damages, if any. All transfer charges must be paid at the time the resident signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection with the resident on the unit that the resident transferred from, after the keys are turned in, and a final determination will be made by the HA staff as to additional charges that may be due the HA. For example, the resident may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HA because of this inspection, the resident must pay for these damages within 14 days of written notice from the HA. The resident must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

NOTE: Request for transfers for convenience must be made in writing to the HA at the resident's rental office stating the reason for the requested transfer. The HA will issue a decision within 30 calendar days of receipt of the request and, if approved, provide the resident with a list of the charges that will be the resident's responsibility to pay prior to the transfer.

C. Priorities for transfers:

All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:

1. HA mandated and transfers for reasons of health described above are mandatory transfers and take priority over new admissions.
2. Other HA initiated transfers are high priorities; the Executive Director has discretion to determine when these transfers should take precedence over admissions.

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3. Convenience transfers are not a high priority and do not take priority over new admissions.

NOTE: Within each priority type, transfers will be ranked by date. In processing transfers requested by residents for approved health reasons or to move to a larger unit the date shall be the date the change in family circumstances are verified by the manager. The HA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition, and the family will be charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

D. Transfer Procedures:

1. HA Requirements:

- Prepare a prioritized transfer list, as needed, at re-examination.
- Notify residents by letter of their pending transfer.
- Participate in evaluation of request for transfer based on approved medical reasons.
- Issue final offer of vacant unit as soon as vacant unit is identified.
- Issue notice to transfer as soon as vacant unit is available for occupancy.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both units involved in the transfer, charging for any resident damages that are not considered normal wear and tear.

2. Offers:

Only one offer of an appropriate unit will be made to each resident being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse **2** offer(s). In the case of a family being transferred from a unit that is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the **2nd** unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a resident declines an offer of a transfer to a single level unit requested by the resident for health reasons, the HA will notify the resident, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the resident that the HA has discharged its obligations to the resident and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the resident's condition.

NOTE: Right of HA in transfer policy: The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer.

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E. Good Record Requirement for Transfers:

1. In general, and in all cases of resident requested transfers, residents will be considered for a transfer only if the head of household and any other family members for the past two years:
 - Have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - Do not owe back rent or other charges or evidence a pattern of late payment;
 - Meet reasonable housekeeping standards and have no housekeeping lease violations; and
 - Can get utilities turned on in the name of the head of household (applicable only to properties with resident paid utilities).
2. Exceptions to the good record requirements may be made for emergency transfers or when it is to the HA's advantage. Absent a determination of exception, the following policy applies to transfers:
 - If back rent or other charges are owed, the resident will not be transferred until paid in full.
 - A resident with housekeeping standards violations will not be transferred until he/she demonstrates acceptable housekeeping standards for six months and passes a follow-up housekeeping inspection.

X. ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL REEXAMINATIONS, AND REMAINING FAMILY MEMBERS

A. Eligibility for Continued Occupancy:

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in the definition section of this policy. For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members each have Social Security numbers or have examinations on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who comply with the HA's eight hour per month community service requirements.

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B. Reexaminations:

1. Regular (Annual) reexaminations:

The HA shall, at least once a year, re-examine the family composition and incomes of all resident families. For families who choose flat rents, the HA must conduct a reexamination of family composition and community service requirements (WHEN APPLICABLE) at least annually, and must include a reexamination of family income at least once every three years.

- a) Each family will be required to furnish information in Section III (A) of the Dwelling Lease and in the Community Service Policy. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of resident to report the necessary information, the HA may terminate the Lease. This reexamination shall be done at least 30-days and not more than 120-days prior to the anniversary month. The new rent shall take effect on the first day of the anniversary month.
- b) Records shall be maintained to insure every resident is being reexamined within a 12-month period.
- c) Upon completion of reexamination and verification, resident shall be provided reasonable advanced notice (generally assumed to be 30 days), in writing, prior to the effective date of the following: (A copy of such notification is to be retained in the resident's file.)
 - Any change in rent and the date on which it becomes effective.
 - Any change required in the size of dwelling unit occupied.
 - Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
 - The amount of the resident rent and the amount of the flat rent.
 - In the event of change in resident circumstances resident will be sent a notice to report to the management office at a specified date and time to execute a new first page of the lease.
- d) If this HA determines that the size of the premises is no longer appropriate for resident's needs, the resident may be required to transfer to another unit as outlined in the Transfers Section.

2. Special Reexaminations:

Pre-scheduled extensions of admission or continued occupancy determinations will be considered for the following reasons:

- a) If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special reexamination shall be scheduled for 30, 60, or 90-days, depending on circumstances. The resident shall be notified, in writing, of the date of the special reexamination.
- b) If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special reexamination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a

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reasonable estimate can be made.

- c) Rents determined at special reexaminations shall be made effective as noted in the next section.
- d) **When a family qualifies for an earned income disallowance, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disallowance began.**
- e) Families reporting zero income will have their circumstances examined according to the special reexamination section until they have a stable income. Regular or recurring monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose shall be considered income.

3. Procedures:

- 90 to 120 days prior to the anniversary date of lease, the HA will mail the resident a notice and appointment date for reexamination.
- At the time of reexamination, all adult members of the household will be required to complete and sign all applicable forms required by the HA and HUD to determine family composition and income.
- Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.
- An EIV report(s) will be generated for each adult family member prior to the reexamination interview.

NOTE 1: Compare tenant provided income information (minimum of 6-8 weeks current and consecutive pay stubs/checks) to Enterprise Income Verification (EIV) and if tenant data is within \$200/month or \$2400/year use tenant provided data. If the tenant disputes the EIV data or if the difference is greater than \$200/month or \$2400/year go to step 2.

NOTE 2: Document by printing "ICN" page and placing in the tenant file.

NOTE 3: If no match is found print the "no match found" message and file with the tenant record.

NOTE 4: Printed EIV income reports containing wage and unemployment data must be destroyed no later than two (2) years after the date printed.

- A credit check may be run on each family at reexamination to help detect any unreported income, family members not reported on the lease, etc.
- Verified information will be analyzed and a determination made with respect to:
 - Eligibility of the resident as a family or as the remaining member of a family;
 - Unit size required for the family (using the Occupancy Guidelines); and
 - Rent the family should pay.
- Residents with a history of sporadic or multiple temporary jobs whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment when a pattern can be determined. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

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- Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.

4. Action Following Reexamination:

- a) If there is any change in rent,
 - A new lease agreement will be executed,
 - A Notice of Rent Adjustment will be executed, or
 - A replacement first page to lease agreement will be executed.
- b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available.

XI. INTERIM RENT ADJUSTMENTS

A. Adjusting Rent between Regular Reexaminations

1. Residents are required to report all changes in income, family composition or status to the HA in writing within 10 calendar days of the occurrence. Failure to report in writing within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. Residents are also required to report interim increases in income if they have been granted interim rent reductions.
2. The HA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change.
3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the HA.
4. The HA will process interim adjustments in rent as follows:
 - a) Income Change:
The HA action:
 - Decrease in family income for any reason, except for decrease that lasts fewer than 30-days. The HA will process an interim reduction in rent if the income decrease will last more than 30-days. Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.
 - Increase in family income following the HA granting of interim rent decrease. The HA will process an interim increase for income increases that follow interim rent reductions.
 - Increase in income because a person with income (from any source) joins the household. The HA will process an interim increase.
 - Increase in earned income from existing employment of a current household member. The HA will defer the increase to the next regular reexamination.

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- Increase in income from any new source. The HA will process an interim increase unless the individual is eligible for an earned income disallowance. The disallowance will be granted.
 - Incremental increases in family income due to pay increases or raises from existing employment. The HA will defer the increase to the next regular reexamination.
 - Increase in unearned income (e.g. COLA adjustment for social security). The HA will defer the increase to the next regular reexamination.
- b) Resident Misrepresentation:
- The HA will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than it should have been. The HA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred, or
 - Based on circumstances the HA may evict.

B. Effective Date of Adjustments:

Residents will be notified in writing of any rent adjustment and the effective date of the action.

1. Rent decreases go into effect the first of the month following the actual date of decrease and/or the date resident reported the decrease, whichever is later. Income decreases reported or verified after the resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation or late reporting) require reasonable advanced notice (generally assumed to be 30 days) and become effective the first of the second month following the increase in income.\

XII. LEASE TERMINATION PROCEDURES

A. General Policy: Lease Termination:

No resident's lease shall be terminated except in compliance with HUD regulations, the lease terms, and state law.

B. Notice Requirements:

1. No resident shall be given a Notice of Lease Termination without being told by the HA in writing the reason for the termination and the requirements necessary to cure deficiencies if curable.
 - The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
 - Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or

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right to peaceful enjoyment of the premises of other residents or the HA employees; and any drug-related criminal activity.

2. Notices of lease termination shall be in accordance with the lease.

C. Record-keeping Requirements:

A written record of every termination and/or eviction shall be maintained by the HA, and shall contain the following information:

- Name of resident, race, ethnicity and unit number;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

XIII. UTILITIES

In some of the HA's developments, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by an allowance for utilities developed by the HA in consultation with the utility supplier.

A. Resident-Paid Utilities:

The following requirements apply to residents living in developments with resident-paid utilities:

1. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a residents' Total Tenant Payment is less than the utility allowance, the HA may pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to the resident.
3. It may be suggested to the resident to use a "Budget" plan, which protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter
4. Maintaining utilities is the resident's obligation under the HA's lease. Failure to maintain utilities is grounds for lease termination and eviction.

B. Excess Utility Charges:

Check metered developments or buildings: In buildings that are check metered, residents shall have consumption based utility allowances that reflect the size and type of units and actual equipment provided by the HA. Check meters shall be read by the HA and each resident charged for consumption in excess of the utility allowance.

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XIV. FLAT RENTS/CEILING RENTS

A. Intent and Purpose:

Ceiling rents provide an incentive to remain in public housing to families whose flat rents were reduced to income based rents because of a hardship and whose incomes then increased so that an income based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination (when they can elect the flat rent).

B. Establishing Ceiling Rents:

The HA has established ceiling rents for all dwelling units inventory wide. Ceiling rents for a class of units are based on the size, location or other characteristic that are unit based. The HA may revoke or raise ceiling rents at any time after giving reasonable notice to the affected residents.

C. Calculating Ceiling Rents:

The HA will determine the minimum ceiling rents that can be charged for a unit. Ceiling rents are based on the flat rent plus any applicable utility allowance but never less than 75% of the average operating cost for units at the development.

D. What the Resident Pays:

Residents in units where ceiling rents are in effect pay the lower of the ceiling rent or income based rent.

E. Ceiling Rent Adjustments:

Ceiling rents will be adjusted annually to the level of the "flat" rents plus the utility allowance.

F. Flat Rents:

NOTE: The family must be offered the opportunity to go on "flat" or "income based" rent and the HA must maintain documentation of the offer and selection.

Flat rents are market based rents. They vary by unit size and type and by development location. Once each year, only at admission or at the annual reexamination, all residents are offered the choice of paying an income based rent or the flat rent. Flat rents represent the actual market value of the HA's housing units. The HA will generally consider the following information in developing its flat rent schedule:

- Rents of non-assisted rental units in the immediate neighborhood;
- Size of the HA's units compared to non-assisted rental units from the neighborhood;
- Age, type of unit and condition of the HA's units compared to non-assisted rental units from the neighborhood;
- Land use in the surrounding neighborhood;

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- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at the HA's properties and in the surrounding neighborhood;
- Crime in the HA's developments and the surrounding neighborhood;
- Quality of local schools serving the HA development;
- Availability of public transportation at the HA development; and
- Availability of accessible units for persons with mobility impairments.

G. Annual Update of Flat Rents:

The HA shall review the Flat Rent structure annually and adjust the rents as needed. Residents on flat rent will not be affected by flat rent updates until their next regular reexamination.

H. Reexamination of Families on Flat Rents:

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

XV. PROCEDURES TO BE USED IN DETERMINING INCOME AND RENT

A. Annual Income:

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered

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income when used to reimburse the family for cash or assets invested in the property
Name of resident, race, ethnicity, and unit number;

NOTE: If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.);
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See below concerning treatment of lump-sum additions as family assets.);
6. All welfare assistance payments (Temporary Assistance for Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

NOTE:Regular contributions (including non-cash contributions) to the household must be considered income if they are not for medical expenses. For example, if someone who is not a household member pays the telephone bill or car payment every month, or buys gas, tires and insurance for the car, these contributions would be considered income for the purposes of the public housing program.

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See below concerning pay for exposure to hostile fire.)

B. Items not Included in Annual Income:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see above if the payments are or will be periodic in nature);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide provided the person meets the definition of a live-in aide;

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6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-sufficiency (PASS);
 - c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HA;
9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident:
 - Whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment;
 - Whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or

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- Who's annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state funded assistance, benefits or services, will not be increased during the exclusion period.

For purposes of this paragraph, the following definitions apply:

- a) State funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies, and transportation assistance: provided that the total amount over a six-month period is at least \$500.
 - b) During the 12-month period beginning when the member first qualifies for a disallowance, the HA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of SSI and Social Security (SS) benefits that are received in a lump sum payment;
 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 16. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
 17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

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Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 USC. 459(e)];
- Payments or allowances made under the Department of Health and Human Services' Low-income Home Energy Assistance Program [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)];
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 State 2503-04];
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087].

Examples of Title IV programs include but are not limited to:

- Basic Educational Opportunity Grants (Pell Grants),
 - Supplemental Opportunity Grants,
 - State Student Incentive Grants,
 - College Work Study, and
 - Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:

Examples of programs under this act include but are not limited to:

- Senior Community Services Employment Program (CSEP),
- National Caucus Center on the Black Aged,
- National Urban League,
- Association National Pro Personas Mayors,
- National Council on Aging,
- American Association of Retired Persons,
- National Council on Senior Citizens, and

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- Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 [42 USC 9858(q)];
- Earned income tax credit refund payments received on or after January 1, 1991 [26 USC 32 (j)].
 - Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
 - Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

C. Anticipating Annual Income:

If it is not feasible to anticipate income for a 12-month period, the HA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for nine months, or for residents receiving unemployment compensation.)

D. Adjusted Income:

Adjusted income (the income upon which rent is based) means annual income less the following deductions and exemptions:

1. For All Families:

a) Child Care Expenses:

A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by the HA when the expense is incurred to permit education or to seek employment.

b) Dependent Deduction:

An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under 18 years of age or who is 18 years of age or older and disabled, or a full-time student.

c) Work related Disability Expenses:

A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be

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employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

NOTE:Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- 1) For families without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- 2) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work related disability that do not exceed the employment income earned. If this amount is less than three percent of annual income, the remainder of the three percent will be taken from medical expenses. If disability expenses are greater than three percent of annual income, all un-reimbursed medical expenses as defined below will be deducted.

2. Elderly and Disabled Families Only:

a) Medical Expense Deduction:

A deduction of un-reimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the HA for determining a deduction from income, the expenses claimed must be verifiable.

- 1) For elderly or disabled families without work related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- 2) For elderly or disabled families with both work related disability expenses and medical expenses: the amount of the deduction is calculated as described above.

b) Elderly/Disabled Household Exemption:

An exemption of \$400 per household. (See appendix.)

NOTE:Optional Deductions/Exemptions: The HA may amend this policy and grant further deductions. Any such deduction will be noted here.

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E. Computing Rent:

1. The TTP:

The first step in computing rent is to determine each family's Total Tenant Payment (TTP). Then, if the family is occupying a unit that has resident paid utilities, the Utility Allowance is subtracted from the TTP. The result of this computation, if a positive number, is the tenant rent. If the TTP less the utility allowance is a negative number, the result is the utility reimbursement, which may be paid to the resident or, directly to the utility company by the HA.

2. TTP is the highest of:

- 30% of adjusted monthly income; or
- 10% of monthly income; but never less than the...
- **\$50** minimum rent; and never more than the...
- Flat rent/ceiling rent, if chosen by the family.

NOTE:It is possible for public housing residents to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a public housing family's TTP is the minimum rent of \$25 and the HA's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$35 (\$60 less \$25) for resident purchased utilities.

3. Tenant Rent:

Tenant rent is computed by subtracting the utility allowance for resident supplied utilities (if applicable) from the TTP. In developments where the HA pays all utility bills directly to the utility supplier, tenant rent equals TTP.

4. Minimum Rent:

The minimum rent shall be **\$50** per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the **\$50** because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or
- Other circumstances as determined by the HA

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5. Rent Choice:

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income based rent or the flat rent applicable to the unit they will be occupying.

XVI. COMPLAINTS AND GRIEVANCE PROCEDURES

Complaints and Grievance Procedures shall be processed in accordance with the HA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. The grievance policy is only applicable to Public Housing residents of the HA. Applicants are only entitled to an informal hearing, NOT THE GRIEVANCE POLICY, upon proper request.

XVII. SECURITY DEPOSITS

A security deposit shall be made pursuant to a schedule posted in the HA office. Security deposits may be refunded as provided in the Lease and in this procedure. Any balance of the security deposit shall be returned by mail to the former resident as defined in the lease and by state law. A detailed statement of all charges (rent, late fees, damages, etc.) made against the security deposit will be included and mailed within 35 days to the last known address of the resident. No security deposit shall be returned until keys to the unit have been returned to the HA. All security deposits for pets shall be made in accordance with the HA pet policy. There is no interest accrued or paid on any security deposit refunds, if any.

XVIII. PET RULE

A. Pets:

This HA has adopted a pet policy for use in all HA property. All Residents must comply with this pet policy. FAILURE TO COMPLY WITH THE PET POLICY WILL BE CONSIDERED A SERIOUS BREACH OF THE LEASE. Residents will comply with Section IV (P) of their dwelling lease that states, "Not to keep or allow dogs, cats, or any other animals or pets on the premises without prior written consent of Landlord."

B. Assistance Animals:

The Pet Policy does not apply to assistance animals that are used to assist persons with disabilities. (See assistance animal policy).

NOTE: Nothing in this policy limits or impairs the rights of persons with disabilities. Provided, however, the HA reserves the right to have a doctor or appropriate professional chosen by the HA to evaluate each case or conduct an examination of the person and/or records to assist the HA in determining whether the requested animal is an assistance animal or a pet.

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XIX. DECONCENTRATION RULE

A. Objective:

The objective of the Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the HA is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also the HA will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. The HA will track the status of family income, by development, on a monthly basis by utilizing income reports generated by the HA's computer system.

B. Exemptions:

The following are exempt from this rule.

- Public housing development with fewer than 100 public housing units. A covered development is defined as any single development or contiguous developments that total over 100 units.
- Public housing developments, which house only elderly persons or persons with disabilities, or both.
- Public housing developments, which consist of only one general occupancy family public housing development.
- Public housing developments approved for demolition or conversion to resident based assistance.
- Mixed financing developments.

C. Actions:

To accomplish the deconcentration goals, the HA will take the following actions:

1. At the beginning of each HA fiscal year, the HA will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous HA fiscal year.
2. To accomplish the goals of deconcentration:
 - a) Not less than 40% of the HA admissions on an annual basis shall be to families that have incomes at or below 30% of area median income (extremely low-income), and
 - b) The HA shall determine the average income of all families residing in all the HA's covered developments. The HA shall determine the average income of all families residing in each covered development. In determining average income for each development, this HA has adjusted its income analysis for unit size in accordance with procedures prescribed by HUD. The HA shall determine whether each of its covered developments falls above, within or below the established income range. The established income range is from 85 to 115 percent (inclusive) of the average family income, except that the upper limit (115 percent) shall never be less than

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the income at which a family would be defined an extremely low-income family.

NOTE:To calculate the extremely low-income figure: Find the average family size (HA wide) of the covered developments and extrapolate the amount from the HUD published extremely low-income limits. For example, if the average family size is 2.6, the two person limit may be \$12,400 and the three person limit may be \$13,950. Therefore, the figure will be \$12,400 plus 60% of the difference between the two figures, which is \$13,330. This figure will be recalculated upon receipt of new HUD determined income limits.

NOTE:Fair housing requirements. All admission and occupancy policies for public housing programs must comply with Fair Housing Act requirements and with regulations to affirmatively, further fair housing. The HA may not impose any specific income or racial quotas for any development or developments.

XX. COMMUNITY SERVICE POLICY

A. Each non-exempt adult public housing resident must:

1. Contribute eight hours per month of community service;
2. Participate in a self-sufficiency program for eight hours in each month; or
3. Perform eight hours per month of combined activities as described in items one and two.

NOTE:Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community. Community service does not include political activities.

NOTE:For purposes of the community service requirement an adult is a person 18 years or older.

B. Exempt: An adult who:

1. Is 62 years of age or older
2. Qualifies with disabilities that prevent the individual's compliance. The individual must provide appropriate documentation to support the qualifying disability, which may include self certification. In addition, any person who is the primary caretaker of such individual is exempt.
3. Is engaged in work activities as defined in section 407(d) of the Social Security Act.
4. Is participating at least eight hours a month in a welfare-to-work program.
5. Is a member of a family receiving assistance from and in compliance with a State program funded under Part A, Title IV of the Social Security Act.

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6. Currently working at least 20 hours per week.
7. A full-time student enrolled in a public or private high school, or a student taking twelve (12) college credit hours per quarter or semester.

C. Proof of Compliance:

Each head of household must present to the HA office documentation that he/she and all other persons eighteen years of age or older living in the household, who are not exempt, have complied with this section. Documentation may include a letter from the agency on letterhead or other official document. Any such documentation shall be verifiable by the HA. Failure to comply with the Community Service Requirement and to provide appropriate verifiable documentation prior to the date required shall result in the lease not being renewed by the HA. Provided, however, that the HA may allow the family member who is not in compliance to complete the requirements within the following year as follows: The head of household and the person not in compliance shall sign an agreement stating that the deficiency will be cured within the next twelve months. The head of household annually at reexamination shall make proof of compliance with the agreement. Failure to comply with the agreement shall result in the lease being terminated for such non-compliance, unless the person(s) other than the head of household no longer resides in the unit and has been removed from the lease.

NOTE: FAILURE TO COMPLY WITH THE COMMUNITY SERVICE REQUIREMENT AND TO PROVIDE APPROPRIATE VERIFIABLE DOCUMENTATION PRIOR TO THE DATE REQUIRED SHALL RESULT IN THE LEASE NOT BEING RENEWED BY THE HA.

D. Changes in Exempt or Non-Exempt Status will be handled during an interim or annual reexamination.

E. Eligible activities:

1. Community Service:

- Work at a local public or non-profit institution, including but not limited to: school, Head start, other before or after school program, child care center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.;
- Work with a non-profit organization that serves HA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Center, Community clean-up programs, Beautification programs, etc.;
- Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
- Work with any other public or non-profit youth or senior organizations;

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- Work as an officer of a development or citywide resident organization;
- Work as a member of the Resident Advisory Committee;
- Work at the Authority to help improve physical conditions (for example as a floor, grounds or building captain);
- Work at the Authority to help with children's programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through a resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

NOTE:BHA will notify the insurance company if residents will be serving at the HA.

2. Eligible Self-sufficiency Activities:

Eligible self-sufficiency activities in which residents may engage include, but are not limited to:

- Job readiness programs;
- Job training programs;
- Skills training programs;
- Higher education (Junior college or college);
- GED classes;
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- English as a second language classes;
- Budgeting and credit counseling; and
- Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

XXI. CLOSING OF FILES AND PURGING INACTIVE FILES

This HA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or in cases involving a household containing a minor with a reported elevated blood-lead level (EBL) the record is retained indefinitely.

During the term of tenancy and for three years thereafter the HA will keep the resident file. In addition, the HA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.

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- Accounts and other records supporting the HA and financial statements.
- Other records which HUD may specify.

The HA shall retain all data for current residents for audit purposes. No information shall be removed which may affect an accurate audit.

XXII. PROGRAM MANAGEMENT PLAN

(Organization Plan)

Refer to BHA's adopted personnel policy dated March 9, 2006, Resolution # 2006-3-1 for the organization plan.

XXIII. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION

There shall be maintained in each HA office waiting room a bulletin board, which will contain the following posted materials:

- Statement of policies and procedures governing ACOP this policy also outlines the HA's Tenant Selection and Assignment Plan
- Open occupancy notice (applications being accepted and/or not accepted)
- Directory of housing communities including names, address of project offices, and number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all ha facilities
- Income limits for admission
- Utility allowances
- Current schedule of routine maintenance charges/transfer charges
- Dwelling lease
- Grievance procedure and hearing officers
- Fair housing poster
- "Equal Opportunity in Employment" poster
- Any current "tenant notices"
- Security deposit charges

XXIV. OTHER POLICIES

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document to keep this policy current. All items substituted within this document shall be kept by the HA in a separate file for historical and research purposes.

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XXV. APPENDIX “A”

Accessible dwelling units	When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
Accessible Facility	Means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. [24 CFR § 8.21]
Accessible Route	For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & 40.3.5]
Adaptability	Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR 8.3 & 40.3.5]
Adjusted Family Income	<p>Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:</p> <p>A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:</p> <ul style="list-style-type: none"> Seventeen (17) years of age or younger or Who is eighteen (18) years of age or older and a verified full-time student and/or Is disabled or handicapped according to this Section. <p>A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) less than thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).</p> <p>A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.</p> <p>A deduction for any elderly family:</p> <ul style="list-style-type: none"> That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income. That has Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses. That has Handicapped Assistance Expenses that are less than three (3%) percent

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	<p>of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.</p> <p>A deduction for any family that is not an elderly family but has a handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.</p>
Adult	An adult is a person who has reached his/her 19th birthday or 18 years of age and married (not common law), who has been relieved of the disability of non-age by the juvenile court, or who has been convicted of a crime as an adult under any Federal, State or tribal law. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
Alteration	Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. [24 CFR 8.3 & 8.23 (b)]
Applicant	A person or a family that has applied for admission to housing.
Area of Operation	The jurisdiction of the HA as described in applicable State law and the HA's Articles of Incorporation.
Assets	Assets mean cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR 5.603 for definition of Net Family Assets)
Auxiliary Aids	Means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR 8.3]
Break-Ins	Break-ins mean bona fide attempts at burglary, which are reported to the police department and are subject to verification by written police reports furnished by the Tenant(s).
Care Attendant	A person that regularly visits the unit of a HA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
Ceiling Rents	<p>Ceiling rents are the maximum rent under the selection of an income based rent. Effective October 1, 2002 the ceiling rent shall be adjusted to the amount of the flat rent.</p> <p>Ceiling rents are the tenant rent and no utility allowances can be deducted from the ceiling rent amount.</p>
Child	A member of the family, other than the family head or spouse, who is under 18 years of age.
Child Care Expenses	Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek

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	<p>employment (which shall be documented by the family to the satisfaction of the HA), be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers.</p> <p>Note: If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the HA established minimum rent.</p>
Citizen	A citizen or national of the United States.
Co-head of Household	A household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.
Community Service Requirement	Each non-exempt adult family member must perform eight (8) hours of qualifying community service per month.
Covered Person	For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
Dependent	A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing income based rent. [24 CFR 5.603] An unborn child shall not be considered a dependent.
Designated Family	Means the category of family for whom HA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)
Designated housing (or designated project)	A project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.
Disabled Family	A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR 5.403]
Disabled Person	(See Handicapped Person)
Displaced Family	A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
Displaced Person	A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]
Divestiture Income	Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition

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	of Net Family Assets [24 CFR 5.603] in this section.)
Drug	A controlled substance as defined in the Controlled Substances Act. [24 CFR 5.100]
Drug-related Criminal Activity	The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. [24 CFR 5.100]
Elderly Family	A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR 5.403]
Elderly Person	A person who is at least 62 years of age. [42 USC 1437a(b)(3)]
Eviction	This may include not only official action taken by a court, but also the case when a tenancy has been terminated and the tenant moves out prior to a proceeding being filed with the court or during the pendency of a court proceeding.
Enterprise Income Verification - EIV	A computerized Social Security Number matching system utilized to obtain income information.
Evidence Of Citizenship Or Eligible Immigration Status	The documents that must be submitted to evidence citizenship or eligible immigration status.
Extremely Low Income Family	A Family who's Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.
Familial Status	A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons. Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as a single persons and only entitled to a one bedroom units. Once the child is born and/or the custody is obtained, the family will qualify for a two bedroom unit and authorized to transfer as outlined in the Transfer Section.
Family	<p>Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in HA housing; OR</p> <p>Two or more persons who are not so related, but are regularly living together, can verify shared income or resources that will live together in HA housing.</p> <p>Note: By definition, a family must contain a competent adult of at least 19 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of the household. If an individual is 18 and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease, if both are residing in the premises.</p> <p>The term family also includes the following terms defined in this Section:</p>

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	<p>Elderly family Near elderly family Disabled family Displaced person Single person Remaining member of a tenant family, A foster care arrangement, or a kinship care arrangement</p> <p>Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960] Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy. Foster Care Arrangements include situations in which the family is caring for a foster adult, child, or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.</p>
Fifty Percent (50%) Of Income For Rent	Families that pay 50% or more of their family income for rent including utilities qualify for a preference, in selecting applicants for admission to public housing.
Flat Rent	<p>The market value of the unit as set by the study conducted by the HA in accordance with HUD rules and regulations. No utility allowances can be deducted from the flat rent amount.</p> <p>Note: For families who choose flat rents, the HA must conduct a reexamination of family composition and community service requirements (WHEN APPLICABLE) at least annually, and must conduct a reexamination of family income at least once every three (3) years.</p>
Foster Children	<p>With the prior written consent of the Landlord, a foster child may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include: Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available. The Landlord's obligation to make reasonable accommodation for handicapped persons.</p>
Full -Time Student	A member of a family (other than the head of household or spouse) who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 5.603]. The attended educational institution will supply verification.
Guest	A guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.

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Handicapped Assistance Expense	Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
Hazardous Duty Pay	Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
Head Of Household	The adult member of the family (identified by the family) who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
Homeless Family	<p>Any individual or family who: Lacks a fixed, regular, and adequate nighttime residence; Has a primary nighttime residence that is:</p> <ol style="list-style-type: none"> (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill); (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. <p>A homeless family does not include:</p> <ol style="list-style-type: none"> (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or (2) Any individual who is a Single Room Occupant that is not considered substandard housing.
Household	The family and a HA-approved Live-in Aide.
Income Exclusions	<p>Annual Income does not include such temporary, non-recurring or sporadic income as the following:</p> <p>Income from employment of children (including foster children) under the age of eighteen (18).</p> <p>Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).</p> <p>Kinship care payments when foster children are placed with relatives.</p> <p>Lump sum additions to family assets, such as, inheritances, insurance payments, (including payments under health and accident insurance and workmen's compensation), capital gains, and settlements for personal or property losses (except payment in lieu of earnings).</p> <p>Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.</p> <p>Income of a live-in aide (as defined in this policy).</p> <p>The full amount of student financial assistance paid directly to the student or to the educational institution.</p> <p>The special pay to a family member serving in the armed forces who is exposed to hostile fire.</p> <p>Amounts received under training programs funded by HUD.</p> <p>Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because</p>

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	<p>they are set aside for use under a Plan to Attain Self-sufficiency (PASS).</p> <p>Amounts received by a participant in other publicly assisted programs which is specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.</p> <p>Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.</p> <p>Incremental earnings and benefits resulting to any family member from participation in State or local employment training programs (including training programs not affiliated with a local government) in training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.</p> <p>Temporary, nonrecurring or sporadic income (including gifts).</p> <p>Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.</p> <p>Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).</p> <p>Adoption assistance payments in excess of \$480 per adopted child.</p> <p>Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.</p> <p>Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.</p> <p>Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the costs of services and equipment to help keep the developmentally disabled family member at home.</p> <p>The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.</p> <p>Payments to volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973.</p> <p>Payments received under the Alaska Native Claims Settlement Act.</p> <p>Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes.</p> <p>Payments or allowances made under the Department of Health and Human Services Low-income Home Energy Assistance Program.</p> <p>Payments received under programs funded in whole or in part under the Job Training Partnership Act. Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Work Force Investment Act of 1998.</p> <p>Income derived from the disposition of funds to the Grand River band of Ottawa Indians.</p> <p>The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interest</p>
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	<p>of individual Indians in trust or restricted lands, including the first \$2,000.00 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.</p> <p>Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work study programs or under Bureau of Indian Affairs Student Assistance Programs.</p> <p>Payments received from Programs funded under Title V of The Older Americans Act of 1985.</p> <p>Payments received on or after January 1, 1989, from the agent orange settlement fund or any other fund established pursuant to the settlement “In Re: Agent Product Liability Litigation” M.D.L. No. 381 (EDNY).</p> <p>Payments received under the Maine Indian Claims Settlement Act of 1980.</p> <p>The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the “Child Care and Development Block Grant Act of 1990.”</p> <p>Earned Income Tax Credit (EITC) refund payments received on or after January 1, 1991.</p> <p>Payments by the Indian Claims Commission to the confederated tribes and bands of the Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.</p> <p>Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.</p> <p>Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam Veteran.</p> <p>Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the costs of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.</p> <p>Allowances, earnings and payments to individuals participating in programs under the Work Force Investment Act of 1998.</p> <p>Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.</p> <p>Twelve Month Exclusions (Self-sufficiency incentives):</p> <p>(1) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, and the Quality Housing and Work Responsibility Act of 1998 (referred to as the 1998 Act) or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:</p> <p>(a) Comparable Federal, State or Local Law means a program providing employment training and supportive services that:</p> <p>(i) Are authorized by a federal, state or local law;</p> <p>(ii) Are funded by federal, state or local government;</p> <p>(iii) Are operated or administered by a public agency;</p> <p>(iv) Has as its objective to assist participants in acquiring job skills; and/or</p> <p>(v) If applicable, is a participant in the HA Family Self-Sufficiency</p>
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	<p>Program.</p> <p>(b) Exclusion period means the period during which the resident participates in a program described in this section, plus 12 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 and the 1998 Act. Amount previously being received, including TANF, will continue to be counted as annual income.</p> <p>(c) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.</p> <p>(2) In addition to the training exclusion listed above, the 1998 Act excludes the income for 12 months of a family member who was previously unemployed for one or more years, which is defined as a minimum of 12 consecutive months. This includes a person who has earned income during the previous 12 months but the income was no more than 10 hours of work per week for 50 weeks at or below the established minimum wage. The 1998 Act also excludes the income for 12 months for any resident who received assistance under the Temporary Assistance for Needy Families (TANF) program in the last six (6) months. The TANF funding received must be a minimum of \$500 over a six-month period. A representative from the TANF agency must verify that the resident is or was receiving TANF benefits within the last six months. The six month period will start on the day the resident reports the income to the HA. Also, the 1998 Act excludes for 12 months the income resulting in the participation of a family member in the HA Family Self-Sufficiency Program, if applicable to the HA.</p> <p>(3) Phase-in-of Rent Increases: Upon the expiration of the 12 month exclusion period as described in this section, the rent payable by a family may be increased due to continued employment of the resident but the increase will be limited to 50% of the increase in the total rent increase. The increase will be effective on the first day of the thirteenth month and expire on the twenty-fourth month. After the conclusion of the twenty-four month period, the applicable rent calculated without exclusions, as described in this section, and in accordance with federal regulations will be due and payable on the first of the twenty-fifth month. Total income will include income counted in the previous twelve months plus 50% of the increase.</p> <p>(4) Maximum four-year disallowance. The disallowance of increased income of an individual family member as provided above is limited to a lifetime 48-month period. It only applies for a maximum of 24 months as described above during the 48 period starting from the initial exclusion period.</p> <p>(5) Inapplicability to admission. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program.</p> <p>(a) If a person is employed prior to admission they will not qualify for this income exclusion.</p> <p>(b) If a family member begins employment after admission they may be eligible for income exclusion.</p> <p>Individual with Disabilities Section 504 definition [24 CFR 8.3] Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with</p>
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	<p>Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:</p> <p>(a) A physical, mental or emotional impairment that: Substantially limits one or more major life activities; Has a record of such an impairment; Or is regarded as having such impairment.</p> <p>(b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.</p> <p>(c) Definitional elements: <u>“Physical or mental impairment”</u> means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term <u>“physical or mental impairment”</u> includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism. <u>“Major life activities”</u> means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. <u>“Has a record of such an impairment”</u> means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities. <u>“Is regarded as having an impairment”</u> means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or Has none of the impairments defined in this section but is treated by a recipient as having such an impairment. Note: A person would be covered under the first item if HA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of HA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability. (d) The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.</p>
Individual with	Section 504 definitions of Individual with Disabilities and Qualified Individual

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Disabilities, Section 504 Definition	<p>with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:</p> <p>(a) A physical, mental or emotional impairment that:</p> <ul style="list-style-type: none"> • substantially limits one or more major life activities; • has a record of such an impairment; • or is regarded as having such an impairment. <p>(b) Note: For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.</p> <p>(c) Definitional elements: “physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or</p> <p>Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.</p> <p>“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.</p> <p>“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.</p> <p>“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or</p> <p>Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or</p> <p>Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.</p> <p>NOTE: A person would be covered under the first item if PHA refused to serve</p>
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	<p>the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.</p> <p>(d) The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism.</p> <p>Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.</p> <p>The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.</p>
Infant	A child under the age of two years.
INS	The U. S. Immigration and Naturalization Service.
Interim Redetermination Of Rent	Changes of rent between admissions and reexaminations and the next succeeding reexamination.
Involuntary Displacement	Families that meet the definition of involuntary displaced qualify for a preference in the selecting applicants for admission to public housing.
Kinship Care	An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition.
Live-in Aide	<p>A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].</p> <p>Occasional, intermittent, multiple or rotating care givers do not meet the definition of a live-in aide since live-in-aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA.</p> <p>HA policy on Live-in Aides stipulates that:</p> <p>(a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;</p> <p>(b) Move in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);</p> <p>(c) Live-in Aides have no right to the unit as a remaining member of a resident family;</p> <p>(d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family;</p> <p>(e) A Live-in aide is a single person;</p> <p>(f) A Live-in Aide will be required to meet HA's screening requirements with respect to past behavior especially:</p>

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	<p>A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;</p> <p>Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and</p> <p>A record of eviction from housing or termination from residential programs.</p>
Low-Income Household	A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families [42 USC 1437a(b0)]
Medical Expense	Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only [24 CFR 5.603].
Military Service	Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
Minimum Rent	The HA has the discretion to establish the minimum rent from \$0 up to \$50.
Minor	A "minor" is a person under nineteen years of age. Provided, that a married person 18 years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
Mixed Family	A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
Mixed Population Project	Means a public housing project for elderly and disabled families. The HA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)
Monthly Adjusted Income	One-twelfth of Adjusted Annual Income.
Monthly Income	One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
Multifamily Housing Project	For purposes of Section 504, means a project containing five or more dwelling units. [24 CFR 8.3]
National	A person who owes permanent allegiance to the united States, for example, as a result of birth in a United States territory or possession.
Near-elderly Family	Means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. [24 CFR 5.403]
Near-elderly Person	Means a person who is at least 50 years of age but below 62, who may be a person with a disability [42 USC 1437a(b)(3)]
Net Family Assets	The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR 5.603]

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	<p>(a) Real property (land, houses, mobile homes)</p> <p>(b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)</p> <p>(c) Cash value of whole life insurance policies</p> <p>(d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)</p> <p>(e) Other forms of capital investments (business equipment)</p> <p>Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity. Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24 CFR 5.603(b)(3)].</p>
Non-citizen	A person who is neither a citizen nor national of the United States.
Other Person Under the Tenant's Control	The person although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the Pizza Delivery person)
Person with Disabilities [42 USC 1437a(b)(3)]	<p>Means a person who:</p> <p>(a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,</p> <p>(b) Has a physical, mental or emotional impairment that: Is expected to be of long continued and indefinite duration; Substantially impedes his/her ability to live independently; and, Is of such nature that such disability could be improved by more suitable housing conditions; or,</p> <p>(c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].</p> <p>Note: A person with disabilities may be a child.</p> <p>Note: This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission.</p>
Portion of Project	Includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. [24 CFR 945.105]
Premises	The building or complex or development in which the public housing dwelling is located, including common areas and grounds.
Project, Section 504	Means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR 8.3]

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	NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]
Public Housing Agency (HA)	Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
Qualified Individual with Disabilities, Section 504	Means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the HA can demonstrate would result in a fundamental alteration in its nature. Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the HA
Reexamination	Reexamination is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.
Re-Examination Date	The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination date(s) is the anniversary date (month) of the lease.
Remaining Member Of The Resident Family	The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, which may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit. Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. The person requesting remaining member status must request this grievance process in writing within ten days from the date of the departure of the head of household. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the HA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The HA does not recognize the person as a tenant by giving him or her opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the HA and the person granted tenant status after the verification status.
Single Person	A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.

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Spouse	A spouse is the legal husband or wife of the head of the household.
Standard Permanent Replacement Housing	<p>Is housing: That is decent, safe, and sanitary; That is adequate for the family size; and That the family is occupying pursuant to a lease or occupancy agreement.</p> <p>Note: Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live. A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.</p>
Single Room Occupancy	(SRO) Housing (as defined in 882.102 of the CFR) is not substandard solely because it does not contain sanitary or food preparation facilities (or both).
Substandard Housing	<p>A unit is substandard if it: Is dilapidated; Does not have operable indoor plumbing; Does not have a usable flush toilet inside the unit for the exclusive use of a family; Does not have a usable bathtub or shower inside the unit for the exclusive use of a family; Does not have electricity, or has inadequate or unsafe electrical service; Does not have a safe or adequate source of heat; Should, but does not, have a kitchen; or Has been declared unfit for habitation by an agency or unit of government.</p> <p>A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.</p> <p>An applicant who is a "homeless family" is living in substandard housing. For purposes of the preceding sentence, a "homeless family" includes any individual or family who: Lacks a fixed, regular, and adequate nighttime residence; and Has a primary nighttime residence that is: (a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing programs); (b) An institution that provides a temporary residence for individuals intended to be institutionalized; or (c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.</p>
Temporarily Absent Family Members	Any person(s) on the lease that is not living in the household for a period of more than thirty-days (30) is considered temporarily absent. Absences of more than six months are not generally considered to be "temporary" and must be approved by the HA.

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<p>Tenant Rent</p>	<p>The amount payable monthly by the Family as rent to the HA. Where all utilities (gas, water and electricity) are supplied by the HA, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied by the HA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.</p> <p>Ceiling rent: (see definition hereinabove) Flat rent: (see definition hereinabove)</p> <p>Note: Utility allowances are not calculated or deducted from the flat rent. [24 CFR 5.603].</p>
<p>Total Annual Family Income</p> <p>NOTE: Change to Annual Income as highlighted is effective October 1, 2009.</p>	<p>Annual income means all amounts, monetary or not, which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; and (2) Are based on, at the time of admission, reexamination, or recertification: (i) actual income being received (projected forward for a twelve month period); or (ii) past actual income received or earned within the last twelve months of the determination date, as HUD may prescribe in applicable administrative instructions when; (A) the family reports little or no income; and (B) the HA is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income); (3) Which are not specifically excluded. (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.</p> <p>Total Annual Family Income includes, but is not limited to, the following: The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses); Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family. Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of \$5,000.00, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the</p>

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delayed start of a periodic payment; (Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))

Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 55-C in this section.

Welfare assistance. (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: (A) qualify as assistance under the TANF program definition at 45 CFR 260.31; and (B) are not otherwise excluded under definition of income exclusions in this section. (ii) if the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with Section III D of the dwelling lease.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay for exposure to hostile fire).

Note: If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Tenants that receive lump-sum payments that are included as income and fall in the categories listed above, (Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)), must report the income to the Housing Manager as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the HA notifies the family of the amount due.

Unreported Income: If a tenant fails to report income the tenancy will be terminated under the terms of the HA's lease. If the act is determined by the HA to be intentional, the tenant will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was an unintentional by the tenant the tenant will be billed for the amount due the HA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the HA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a HA representative. The HA has the sole discretion as to whether or not to enter into a repayment agreement and shall consider circumstances

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	such as fraud and/or mistake in making the decision.
Total Tenant Payment (TTP)	<p>The TTP, or income-based rent, is calculated using the following formula:</p> <p>A. For the Public Housing Program, the TTP must be the greater of:</p> <ol style="list-style-type: none"> (1) 30 percent of family monthly adjusted income (see note); (2) 10 percent of family monthly income; or (3) Which is the minimum rent set by the HA <p>B. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. [24 CFR 5.613] See the definition for Tenant Rent. It is possible for Public Housing tenants to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a Public Housing family's TTP is the minimum rent of \$25 and the HA's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$35 (\$60 less \$25) for tenant purchased utilities.</p> <p>Note: The income based tenant rent may not exceed the ceiling rent/flat rent. The resident may elect the flat rent as may be appropriate in lieu of the rent calculated in paragraph "A" above. Effective October 1, 2002 the ceiling rent shall be adjusted to the amount of the flat rent.</p>
Uniform Federal Accessibility Standards	Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR 8.32 (a).
Utilities	Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility [24 CFR 990.102].
Utility Allowance	If the cost of utilities (except telephone and air conditioning added after initial construction) and other housing services for an assisted unit is not included in the Tenant rent, but is the responsibility of the family occupying the unit, then the utility allowance is an amount equal to the estimate made or approved by the HA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the contract rent and is included in the gross family contribution.
Utility Reimbursement Payment	Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. At the discretion of the HA, the check may be made payable jointly to the resident and utility provider or directly to the utility provider. Tenants who choose to pay flat rents do not receive a utility reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.
Very Low-Income Family	A lower Income Family means a family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low

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	family incomes[42 USC 1437a(b)].
Violent Criminal Activity	Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage .
Wage Earner	A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
Welfare Assistance	Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Attachment: al125g01

Bessemer Housing Authority

Resident Advisory Board Comments
And
Bessemer Housing Authority Responses to Comments

For FYB 2011 – Annual PHA Plan

**BESSEMER HOUSING AUTHORITY
FISCAL YEAR 2011 PHA PLAN MEETING
WITH RESIDENT ADVISORY BOARD**

The BHA and Resident Advisory Board (RAB) met on Tuesday June 14, 2011 to discuss the final Fiscal Year beginning 2011 PHA Agency Plan and policy issues.

Persons Attending:

RAB: Donna Fuller, President; Norma Bearden, Vice President; Etta Williams, Secretary

BHA Staff: Mary Fortson, Director of Property and Asset Management; Cortney Coleman, Director of Finance and Administration; Mike Reardon, Director of Development; Virginia Church, Occupancy Coordinator; Brian Carrington, Resident Services Coordinator; Karen Potter, Section 8 Coordinator; Julius Howard, Southside Homes Site Manager

Mary Fortson spoke to the Resident Advisory Board about the importance of the PHA Agency Plan, and the importance of the RAB involvement in the development of the Agency Plan.

Mike Reardon discussed the timeline for developing the Capital Fund Program budget, and plans for the upcoming Fiscal Year.

Karen Potter discussed the Section 8 Administrative Plan.

Cortney Coleman gave a detailed explanation of BHA's 2011 Financial Resources Budget proposal.

Virginia Church addressed the RAB regarding their concerns relative to Occupancy/Leasing and Policy related issues.

Brian Carrington discussed plans to improve Resident Services, and addressed RAB concerns regarding BHA resident safety.

Julius Howard talked with the RAB regarding operations at BHA AMPS; concerns regarding community cohesiveness, and overall community service.

RAB Concerns and BHA Staff Responses: R=RAB Concern; B=BHA Response

- **R:** Post more detailed information on Bessemer Housing Authority (BHA) website so that residents can be more informed of upcoming meetings, policy changes, job postings, copy of 5 yr Plans & ACOP and other information that will benefit the public housing community.
- **B:** Fortson - The BHA website is currently under construction and will be available for public use upon notice.
R:
- Utilize the website to link residents with other resourceful agencies.
- Ensure that the website is user friendly.
- Make computers available to residents to use as a tool for job search, educational enrichment, and an audio tool of communication for residents that lack basic reading skills.
B:
- **B:** Fortson - Better computers are much needed however due to the budget constraints, we must make do with what is available now.
- **B:** Carrington - Computers are available for use at the Boys and Girls Club.
- **R:** Lower all bulletin boards so that they can be read from a wheel-chair, or place the posts in a binder that is easily accessible for handicapped or shorter people.
- **B:** Fortson - This is something that will be addressed; we want to ensure that boards are at the level where information can not be destroyed or torn from the bulletin boards. Binders will not be placed outside of the manager's office.
- **R:** Improve communication between BHA and the residents.
- **B:** Howard - It is important that the site managers get to know their tenants. Site managers are required to walk their sites and communicate with tenants daily.
- **R:** Residents would like to see more of BHA staff out in the community- other than maintenance guys.
- **B:** Refer to Howard's response above.
- **R:** Provide a central location for residents to host meetings, community service events, etc.
- **B:** Carrington- Because our sites are so spaced out and large, I recommend that residents get more involved within their communities and attend RAB Meetings at their locations.
- **R:** Offer more programs for youths, award positive actions, and include youth and young adults in the decision making process.
- **B:** Carrington - I have met with the Boys Scout of America to talk over some of the programs they have to offer. I don't want a here today gone tomorrow program, I want to see our program last.
- **R:** Reduce crime rate by better educating residents and providing residents with more community based events to create a bond (sense of family) within the community.

- **B:** Howard - Each site should be hosting events at least quarterly per Mrs. Fortson's directives, to bring the community together to give them that "sense of family."
- **R:** Provide a safe haven for youth to be allowed to share how they feel and report the things that are unlawful.
- **B:** Howard - I'm not sure if we can provide a safe haven for kids, but I can be a safe haven. That goes back to getting to know your tenants and building a relationship. I walk my site two to three times a day; I talk to the kids, learn their names and ask them how they are doing. I'm next to the Boys and girls Club; some days I just walk over and talk to the kids, and when they see me they're happy to run up to me and say what's on their mind. The kids are comfortable with me and they trust me therefore, I act as a safe haven.
- **R:** Remove the posting of flyer off doors of the site office- if they come to the door most likely they are going to enter the building where the bulletin board is located.
- **B:** Fortson - Each site has a bulletin board to post information.
- **R:** Increase community service hours to 48 hours and enforce the obligation.
- **B:** Fortson - HUD only requires 8 hours per month, therefore we cannot force the residents to perform beyond the 8 hour limit.
- **R:** Partnership with local agencies that need volunteers, establish a contact person at each agency that will provide a monthly report, and allow residents to choose from agencies on the list.
- **B:** Fortson - Will look into that.
- **R:** Promote Family Self-Sufficiency and encourage homeownership.
- **B:** Carrington - We are promoting the program and would like to see more residents take advantage of it.
- **R:** Install bullet proof shields on community lighting, better quality security cameras PHA wide.
- **B:** Fortson - Already a part of the plan.
- **R:** Establish a security department that will monitor cameras, patrol PHA areas, enforce policies, and partner with local police to ensure a safer community.
- **B:** Carrington - I have met with our local law enforcement team and they are aware of the problems in our area. They have changed their shift schedules to place additional men on the street. Police are more visible in the community and now we need residents to do their part and speak up; call the police when they see things in their community that's not right.
- **B:** Howard - I would like to see criminals off the streets but it's hard to prove that somebody is selling drugs unless you actually see the drugs and transactions take place. Mr. Howard told of an incident where he saw an illegal drug deal, he called the police and even though he saw the exchange (a guy give another guy something in exchange for money), he didn't see the actual drugs. Therefore the police were unable to do anything. He was informed that criminals have rights to.
- **R:** Make residents aware of security (a car with BHA SECURITY decal). Officers can assist residents when needed and enforce when it's time.

- **B:** Fortson - This is something that we can look into, I will discuss with our Executive Director and report back with you all (RAB) on that.

*Pet Policy

R:

- Provide the name, address, and contact information for veterinarian.
- Provide animal medical updates quarterly.
- No reptiles or exotic animals (high risk for health issues such as salmonella infections, etc).
- Adjust deposit fee to \$150.00 across the board – N/A for small fish bowls.
- Adjust dog fee to \$250.00 (accountability).
- Charge for fish tanks more than 5 gals – deposits and \$100.00 fee (electric and water usage).
- Maximum fish aquarium 20 gals.
- **B:** Church - Gave RAB a copy of the new pet policy and the above information was reflected. The fees will remain the same as indicated in the Pet Policy.
- **R:** Pg.19 ACOP- Ensure that residents are given at least 2 days ADVANCE WRITTEN notice prior to entry of resident's unit.
- **B:** Fortson - This should already be happening. I will check further into this matter.
- **R:** Most apartments need to be completely repainted. A resident has expressed concerns that her apartment hasn't been painted in 20 years.
B: Fortson - This is something we are currently attempting to do called "cycle painting." However, due to budget cuts, the process is taking longer than anticipated.
- **R:** Due to a lack of transportation, residents would like a drop box at each site for rent payments and a laundry area at sites using energy efficient washers.
- **B:** Fortson - Same as above comment. Drop box is located at the central office. At this time they will not be provided at every site.
- **R:** Better landscaping (PHA Wide) and signs that display community name (Davis Heights requested a sign 4-9-2010, 2nd request).
- **B:** Reardon - Landscaping is already a part of our budget. Signs are in the plans in the near future.
- **B:** Fortson - Each site must operate as an individual business.
- **R:**
- Children Playing Signs & Neighborhood Watch Signs displayed within the community.
- Speed bumps PHA wide.
- Focus on smaller children in the community by hosting several social events such as the Egg Hunt, pizza party and Red Ribbon Celebration.
- Expand playgrounds into picnic areas including wood tables and trash receptacles.
- Residents expressed a need for larger closets and storage space, better lighting and amenities geared towards promoting healthier lifestyles.

- **B:** The above 5 comments/ requests were summed up by Mr. Howard – Managers are now about to do more at their sites. As far as the speed bumps and signs, managers will contact the City.
- **R:** Provide RAB with FINAL PLAN not draft to review before submitting it to HUD.
- **B:** Given at meeting.
- **R:** Provide RAB with a written copy of the BHA response (that will be submitted to HUD) to these recommendations & comments. This information should be reflected in final plan.
- **B:** Done.

Overall the RAB concerns and comments were addressed. Each RAB comment line item was read, and the appropriate BHA department representative responded. The RAB was very satisfied with the responses from the BHA staff.

Attachment: a1125h01

Pet Policy

Bessemer Housing Authority

Bessemer Housing Authority
Dwelling Lease Addendum

PET POLICY

This addendum is being executed in accordance with Section XVI of the Dwelling Lease

Section I.

1. Pet ownership: A tenant may own one or more common household pets or have one or more common household pets present in the dwelling unit of such tenant, subject to the following conditions:
 - A. Each Head of Household may own up to two pets. If one of the pets is a dog or cat, (or other four legged animal), the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet. The Head of Household must register the pet with the housing authority. Registration includes the certification from a licensed veterinarian that the pet has obtained all required pet inoculations, information to identify the pet, and the name and address of the pet owner and the name and address of a responsible party to care for the pet if the owner is unable to. This information shall be updated annually as part of the reexamination process.
 - B. If the pet is a dog or cat (house cat), it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a dog and/or cat cannot exceed 20 pounds (fully grown). All other four-legged animals are limited to 10 pounds (fully grown). **Note:** The requirement of having a cat declawed at 3 months has been deleted; however, the head of household will be responsible for the actual cost to repair any damages to the dwelling unit as a result of the cat not being declawed.
 - C. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
 - D. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and nonhazardous manner.
 - E. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of this agreement.
 - F. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Tenant's lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.
 - G. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on HA property may be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the

Tenant. Also, if a member of the HA staff has to take a pet to the Humane Society the Tenant will be charged \$50 to cover the expense of taking the pet(s) to the Humane Society.

- H. Pet(s) may not be left unattended for more than twenty-four consecutive hours. If it is reported to HA staff that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, HA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Tenant. In the case of an emergency, the HA will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.
- I. Pet(s), as applicable, must be weighed by a veterinarian or staff of the humane society. A statement containing the weight of the pet must be provided to the HA prior to the execution of this agreement and upon request by the HA.

Note:

Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from HA property.

- 2. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit.
- 3. Prohibited Animals: Animals or breeds of animals that are considered by the HA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, rottweiler, doberman pinscher, pit bulldog, and/or any animal that displays vicious behavior. This determination will be made by a HA representative prior to the execution of this lease addendum.
- 4. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Manager will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. The Tenant will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
- 5. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the tenant, in writing, that the animal must be removed from the Public Housing Development, within 10 day of the date of the notice from the HA. The Tenant may request a hearing, which will be handled according to the HA's established grievance procedure. The pet may remain with the tenant during the hearing process unless the HA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the HA, the pet must be immediately removed from the unit upon receipt of the notice from the HA.
- 6. The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the HA staff is required to clean any waste left by a pet, the Tenant will be charged \$25 for the removal of the waste.
- 7. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals

restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HA staff and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff takes a pet to the Humane Society the Tenant will be charged an additional \$50 to cover the expense of taking the pet(s) to the Humane Society. The housing authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

- 8. Pets may not be bred or used for any commercial purposes.

Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

FEE AND DEPOSIT SCHEDULE

(An Initial Fee and Deposit is required for each pet)

<u>Type of Pet</u>	<u>Fee</u>	<u>Deposit</u>
Dog	\$150	\$250
Cat	\$100	\$150
Fish Aquarium	\$50	\$100
Fish Bowl (Requires no power and no larger than two gallons)	\$0	\$0
Caged Pets	\$100	\$150

Fee - Non-Refundable

Deposit - Refundable per Resident Acknowledgment

Note: The above schedule is applicable for each pet; therefore, if a tenant has more than one pet he or she must pay the applicable fee and deposit for each pet.

The entire fee and deposit (subject to the exception listed below) must be paid prior to the execution of the lease addendum. If the deposit is more than \$100.00, the head of household may elect to pay \$100.00 at the time of the signing of this addendum and may make \$50.00 per month payments until the total deposit is paid. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.

It shall be a serious violation of the lease for any tenant to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Paragraph IV (L) of the lease (a serious violation) and the HA will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Paragraph 5 of this Pet Policy or the Grievance Procedure, as applicable.

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I, _____ agree to the following: (Print Name)

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

The pet I wish to add to my household is a _____

The fee for this pet is \$_____ and the deposit is \$_____.

I agree to pay a ***non-refundable pet fee*** of \$_____ to cover some of the additional operating cost incurred by the HA. I also understand that the ***fee is due and must be paid prior to the execution of this lease addendum and each twelfth month thereafter.***

I also agree to pay a ***refundable pet deposit*** of \$_____ to the HA. The deposit must be paid in full prior to the execution of this lease addendum. However, If the deposit is more than \$100.00, I may agree to pay a down payment of ***at least \$100.00*** and continue to pay ***\$50.00 per month*** until the balance is paid in full. My monthly payment will be due on the first day of the month in addition to my monthly rent and the first monthly payment will be due and payable on _____. I further understand that the usual penalty of \$20.00 will apply after the tenth of the month in addition to other charges.

The ***pet deposit*** may be used by the landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the ***pet deposit***, or any balance remaining after final inspection, will be returned to the Tenant after the premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET(S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE HA AT THE ANNUAL REEXAMINATION. ANNUAL FEES SHALL BE PAYABLE IN FULL TWELVE MONTHS FROM THE APPROVAL DATE.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY OF THE HA AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE HA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM THE HA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY THE HA STAFF OF THE PET (S) FOR DOCUMENTATION.

Head of Household Signature	Date
Housing Authority Representative Signature	Date

Note: See Section XVIII-B Pet Rule of ACOP for animals that are approved as “Assistance Animal” for applicability of Pet Policy and Execution of Pet Lease Addendum.