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

Eufaula Housing Authority Public Housing Agency Plan

5 Year Plan for Fiscal Years 2001 - 2004
Annual Plan for Fiscal Year 2000

PHA Plan
Agency Identification

PHA Name: Eufaula Housing Authority

PHA Number: AL118

PHA Fiscal Year Beginning: January 1, 2000

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☐ PHA development management offices
- ☐ PHA local offices
- ☐ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☐ PHA development management offices
- ☒ Other (Birmingham HUD Office)

5-YEAR PLAN
PHA FISCAL YEARS 2001 - 2004

A. Mission

☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

☒ The PHA's mission is:

Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

In order to achieve this mission, we will:

- **Recognize residents as our ultimate customer;**
- **Improve Public Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff;**
- **Seek problem-solving partnerships with residents, community, and government leadership;**
- **Apply HA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.**

B. Goals

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☒ PHA Goal: Expand the supply of assisted housing

Objectives:

- ☐ Apply for additional rental vouchers:
- ☐ Reduce public housing vacancies:
- ☐ Leverage private or other public funds to create additional housing opportunities:
- ☒ Acquire units or developments by either purchasing run-down properties or manage new properties, should the situation present itself and would be beneficial for both the HA and community
- ☐ Other (list below)

☒ PHA Goal: Improve the quality of assisted housing

Objectives:

- ☒ Improve public housing management: (PHAS score)
- ☒ Improve voucher management: SEMAP score is unknown at this time but the goal is to become fully leased and receive a high performer designation
- ☒ Increase customer satisfaction:
- ☐ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- ☒ Renovate or modernize public housing units:
- ☐ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices

Objectives:

- ☐ Provide voucher mobility counseling:
- ☒ Conduct outreach efforts to potential voucher landlords – **host an annual landlord and resident workshop for both potential and current landlords and residents.**
- ☐ Increase voucher payment standards
- ☐ Implement voucher homeownership program:
- ☐ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☐ Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment

Objectives:

- ☐ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☐ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

☒ Other: Foster relationships with residents to promote an active resident council and provide office and meeting space.

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:

- ☐ Increase the number and percentage of employed persons in assisted families:
- ☐ Provide or attract supportive services to improve assistance recipients' employability:
- ☐ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☒ Other: Partner with local businesses to provide job training for residents

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:

- ☐ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
- ☐ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- ☒ Other: Brief Section 8 owners and PHA staff on housing discrimination laws annually

Other PHA Goals and Objectives: (list below)

☒ PHA Goal: Provide increased educational opportunities for residents
Objectives:

- ☒ Increase awareness and attendance in Little Scholars Pre-School
- ☒ Increase attendance and provide enhanced learning opportunities in the after school tutorial program and adult education program

Annual PHA Plan
PHA Fiscal Year 2000

I. Annual Plan Type:

☒ **Standard Plan**

Streamlined Plan:

- ☐ **High Performing PHA**
- ☐ **Small Agency (<250 Public Housing Units)**
- ☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

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Attachments

Required Attachments:

☒ Admissions Policy for Deconcentration (Found in the ACOP)
☒ FY 2000 Capital Fund Program Annual Statement
☒ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☒ PHA Management Organizational Chart
☒ FY 2000 Capital Fund Program 5 Year Action Plan
☒ Public Housing Drug Elimination Program (PHDEP) Plan
☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
☒ Other (Please see list below)

Attachments to FY 2000 Agency Plan

Eufaula Housing Authority

* Attachment A .....PHA Board Resolution-Certification of Compliance
* Attachment B .....Certification of Consistency With Consolidated Plan
Attachment C ..... FY 2000 Capital Fund Annual Statement & 5-Year Action Plan
* Attachment D ..... FY 1999 Operating Budget
* Attachment E .....Organizational Chart
Attachment F.....Admissions & Continued Occupancy Policy (ACOP)
Attachment G .....Section 8 Administrative Plan
Attachment H ..... Deconcentration Analysis
Attachment I .....Flat Rent/Ceiling Rent Documentation
Attachment J..... Public Housing Maintenance Plan
Attachment K .....Public Housing Dwelling Lease/Grievance Procedure
* Attachment L.....FY 2000 Public Housing Drug Elimination Plan
Attachment M..... Pet Policy
* Attachment N .....Fiscal Audit FY 1998
Attachment O ..... Trespass Policy
Attachment P .....Drug-Free Workplace Policy
Attachment Q .....Procurement Policy
Attachment R .....Education Policy
Attachment S .....Collection Policy
Attachment T .....Capitalization Policy
Attachment U .....Personnel Policy
Attachment V .....Community Buildings Policy
Attachment W .....Criminal Records Management Policy
* Attachment X .....Agency Plan Public Hearing Documentation

**** Submitted hard copy to Birmingham Field Office***

Executive Summary of the Annual PHA Plan

The Annual Plan which is attached hereto was developed by the Eufaula Housing Authority, hereinafter referred to as the HA in this document and accompanying Plan, in accordance with the Rules and Regulations promulgated by HUD.

The goals and objectives of this HA are contained in the Five-Year Plan and the ACOP/Section 8 Administrative Plan. These were written to comply with the HUD guidelines, rules, regulations, and Federal Law. The basic goals and objectives are:

1. **Increase the availability of decent, safe and affordable housing in Eufaula, Alabama.**
2. **The HA will ensure equal opportunity in housing for all Americans.**
3. **The HA will promote self-sufficiency and asset development of families and individuals.**
4. **The HA will take steps to help improve community quality of life and economic vitality.**

The HA does not plan to have any deviations from the Five-Year Plan.

This Plan was written after consultation with necessary parties and entities as provided in the guidelines issued by HUD. All necessary accompanying documents are attached to the document, or are available upon request.

Supporting Documents Available for Review

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
Yes	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
Yes	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
Yes	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
Yes	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to	Annual Plan: Housing Needs

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	support statement of housing needs in the jurisdiction	
Yes	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
Yes	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/*99 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Public housing rent determination policies, including the methodology for setting public housing flat rents ☐ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
Yes	Schedule of flat rents offered at each public housing development ☐ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
Yes	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
Yes	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
Yes	Public housing grievance procedures ☐ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
Yes	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
Yes	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
N/A	Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program ☐ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
N/A	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
Yes	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
Yes	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
Yes	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	**2**	**4**	**3**	**1**	**1**	**2**	**1**
Income >30% but <=50% of AMI	**1**	**2**	**2**	**1**	**1**	**2**	**1**
Income >50% but <80% of AMI	**1**	**1**	**2**	**1**	**1**	**1**	**1**
Elderly	**1**	**1**	**1**	**1**	**1**	**1**	**1**
Families with Disabilities	**1**	**1**	**1**	**1**	**1**	**1**	**1**
Black	**2**	**3**	**2**	**1**	**1**	**2**	**1**
White	**1**	**2**	**2**	**1**	**1**	**2**	**1**

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 1983
☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
☒ American Housing Survey data
Indicate year: 1993
☐ Other housing market study
Indicate year:
☒ Other sources: **(Public Housing and Section 8 survey and past history of data gathered)**

B. Housing Needs of Families on the Public Housing and Section 8 Tenant-Based Assistance Waiting Lists

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:

Housing Needs of Families on the Waiting List			
	# of families	% of total families	Annual Turnover
Waiting list total	**71**		
Extremely low income <=30% AMI	**17**		
Very low income (>30% but <=50% AMI)	**28**		
Low income (>50% but <80% AMI)	**18**		
Families with children	**44**		
Elderly families	**5**		
Families with Disabilities	**6**		
Black	**65**		
White	**6**		
Characteristics by Bedroom Size (Public Housing Only)			
1BR	**21**		
2 BR	**34**		
3 BR	**16**		
4 BR			
5 BR			
5+ BR			

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

If yes:

How long has it been closed (# of 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

Housing Needs of Families on the Waiting List

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	**0**		
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI)			
Families with children			
Elderly families			
Families with Disabilities			
Black			
White			
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? ☒ No ☐ Yes If yes: How long has it been closed (# of 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			

C. Strategy for Addressing Needs

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☐ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☐ Apply for additional section 8 units should they become available
- ☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☐ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- ☐ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- ☐ Employ admissions preferences aimed at families who are working
- ☐ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- ☐ Seek designation of public housing for the elderly
- ☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- ☐ Seek designation of public housing for families with disabilities
- ☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☐ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☐ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

☐ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

☒ Funding constraints
☒ Staffing constraints
☐ Limited availability of sites for assisted housing
☒ Extent to which particular housing needs are met by other organizations in the community
☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
☒ Influence of the housing market on PHA programs
☐ Community priorities regarding housing assistance
☐ Results of consultation with local or state government
☒ Results of consultation with residents and the Resident Advisory Board
☐ Results of consultation with advocacy groups
☐ Other: (list below)

2. Statement of Financial Resources

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2000 grants)**		
a) Public Housing Operating Fund	**460,000**	
b) Public Housing Capital Fund	**560,000**	
c) HOPE VI Revitalization		

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	**700,000**	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	**75,000**	
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
CGP - 1998	**30,000**	Safety, security
PHDEP - 1998	**90,000**	Safety, security, supportive services, recreation, etc
3. Public Housing Dwelling Rental Income	**400,000**	Public Housing operations
4. Other income (list below)		
Investment Interest	**40,000**	Public Housing operations
4. Non-federal sources (list below)		
Total resources	**2,355,000**	

3. PHA Policies Governing Eligibility, Selection,

and Admissions

A. Public Housing

(1) Eligibility

I. When does the PHA verify eligibility for admission to public housing? (select all that apply)

☒ When families are within a certain number of being offered a unit:
(within about 10 families)
☒ When families are within a certain time of being offered a unit:
(within about 2 weeks)
☐ Other: (describe)

II. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

☒ Criminal or Drug-related activity
☒ Rental history
☒ Housekeeping
☐ Other (describe)

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2) Waiting List Organization

I. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

☒ Community-wide list
☐ Sub-jurisdictional lists
☐ Site-based waiting lists
☐ Other (describe)

II. Where may interested persons apply for admission to public housing?

☒ PHA main administrative office

☐ PHA development site management office
☐ Other (list below)

III. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection (3) Assignment

N/A

1. How many site-based waiting lists will the PHA operate in the coming year? **0**

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
☐ PHA main administrative office
☐ All PHA development management offices
☐ Management offices at developments with site-based waiting lists
☐ At the development to which they would like to apply
☐ Other (list below)

(3) Assignment

I. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

☐ One
☒ Two
☐ Three or More

II. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

III. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

IV. Income targeting:

☐ Yes ☒ No: Does the PHA 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 median area income?

V. Transfer policies: In what circumstances will transfers take precedence over new admissions? (list below)

☒ Emergencies
☒ Overhoused
☒ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☐ Other: (list below)

VI. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection (5) Occupancy)

1. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

☒ Involuntary Displacement **(by natural disaster only)**
☐ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

☐ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

2. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

2 Date and Time

Former Federal preferences:

1 Involuntary Displacement (by natural disaster only)

Victims of domestic violence
Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

☐ Working families
☐ Veterans and veterans' families
☐ Residents who live in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

3. Relationship of preferences to income targeting requirements:

☐ The PHA applies preferences within income tiers
☒ Not applicable: **The pool of applicant families ensures that the PHA will meet income targeting requirements**

(5) Occupancy

VII. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy policy
☒ PHA briefing seminars or written materials
☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

☒ At an annual reexamination and lease renewal
☒ Any time family composition changes
☒ At family request for revision
☒ Other (As per HUD regulations)

(6) Deconcentration and Income Mixing

a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

☐ Adoption of site-based waiting lists
If selected, list targeted developments below:
☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:
☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

☐ Additional affirmative marketing
☐ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

☒ **Not applicable: results of analysis did not indicate a need for such efforts**
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

☒ **Not applicable: results of analysis did not indicate a need for such efforts**
☐ List (any applicable) developments below:

B. Section 8

(1) Eligibility

VIII. What is the extent of screening conducted by the PHA? (select all that apply)

☒ Criminal or drug-related activity only to the extent required by law or regulation
☐ Criminal and drug-related activity, more extensively than required by law or regulation
☐ More general screening than criminal and drug-related activity (list factors below)
☐ Other

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords?

☒ Criminal or drug-related activity
☒ Other **(basic rental history including rent payments, housekeeping and lease violations)**

(2) Waiting List Organization

With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

IX. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

☒ PHA main administrative office
☐ Other (list below)

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances: **Reasonable extensions are given when requested until we get fully leased.**

(4) Admissions Preferences

a. Income targeting

☐ Yes ☒ No: Does the PHA 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 median area income?

b. Preferences

1. ☐ Yes ☒ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) Special purpose section 8 assistance programs)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☐ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

☐ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

1 Date and Time

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

☐ Working families and those unable to work because of age or disability

☐ Veterans and veterans' families
☐ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

☒ Date and time of application
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

☐ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

N/A

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

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

a. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

☐ Through published notices
☐ Other (list below)

4. PHA Rent Determination Policies

A. Public Housing

(1) Income Based Rent Policies

a. Use of discretionary policies: (select one)

☐ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

☒ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

☐ $0
☐ $1-$25
☒ $26-**$50**

2. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

2. If yes to question 2, list these policies below**:**
Admissions and Continued Occupancy Policy, Dwelling Lease

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

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

☐ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:
☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:
☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

☒ Yes for all developments
☐ Yes but only for some developments
☐ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

☒ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

☐ Market comparability study
☐ Fair market rents (FMR)
☒ 95th percentile rents
☐ 75 percent of operating costs

☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ Other (list below)

f. Rent re-determinations:

a. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

☐ Never
☐ At family option
☒ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☒ Other **(per ACOP, Dwelling Lease, HUD regulations)**

g. ☐ Yes ☒ No: Does the PHA 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

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

☒ The section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☒ Other **(Fair Market Rents)**

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

a. What is the PHA's payment standard? (select the category that best describes your standard)

☐ At or above 90% but below100% of FMR
☐ 100% of FMR
☒ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
☐ The PHA has chosen to serve additional families by lowering the payment standard
☐ Reflects market or submarket
☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

☒ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
☒ Reflects market or submarket
☒ To increase housing options for families
☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

☒ Annually
☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

☒ Success rates of assisted families
☒ Rent burdens of assisted families
☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

☐ $0
☐ $1-$25
☒ $26-**$50**

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? **(Section 8 Administrative Plan)**

5. Operations and Management

A. PHA Management Structure (select one)

☒ An organization chart showing the PHA's management structure and organization is attached.
☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

Program Name	**Units or Families Served at Year Beginning**	**Expected Turnover**
Public Housing	**325**	**25**
Section 8 Vouchers	**80**	**25**
Section 8 Certificates	**210**	**100**
Section 8 Mod Rehab	**N/A**	**N/A**
Special Purpose Section 8 Certificates/Vouchers (list individually)	**N/A**	**N/A**
Public Housing Drug Elimination Program (PHDEP)	**325**	**25**
Other Federal Programs(list individually)		
CGP	**325**	**25**

C. Management and Maintenance Policies

1. Public Housing Maintenance and Management: **(Admissions and Continued Occupancy Policy – ACOP, Personnel Policy, Maintenance Plan)**

2. Section 8 Management: **(Section 8 Administrative Plan)**

6. PHA Grievance Procedures

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

☒ PHA main administrative office
☐ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

☒ PHA main administrative office
☐ Other (list below)

7. Capital Improvement Needs

A. Capital Fund Activities

(1) Capital Fund Program Annual Statement

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan as **Attachment C**

-or-

☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan as **Attachment C**

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)

☐ Revitalization Plan under development
☐ Revitalization Plan submitted, pending approval
☐ Revitalization Plan approved
☐ Activities pursuant to an approved Revitalization Plan underway

☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

1. ☐ Yes ☒ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? **(If "No", skip to component 9;** if "yes", complete one activity description for each development.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 9. If "No", complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition ☐ Disposition ☐
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☐
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)
5. Number of units affected: 6. Coverage of action (select one) ☐ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? **(If "No", skip to component 10.** If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☐
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) ☐ Part of the development ☐ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? **(If "No", skip to component 11;** if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) ☐ Units addressed in a pending or approved demolition application (date submitted or approved: ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date

submitted or approved:)

☐ Requirements no longer applicable: vacancy rates are less than 10 percent
☐ Requirements no longer applicable: site now has less than 300 units
☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

A. Public Housing

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). **(If "No", skip to component 11B;** if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 12. If "No", complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III

☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) ☐ Part of the development ☐ Total development

B. Section 8 Tenant Based Assistance

1. ☐ Yes ☒ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? **(If "No", skip to component 12;** if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

☐ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

☐ 25 or fewer participants
☐ 26 - 50 participants
☐ 51 to 100 participants
☐ more than 100 participants

b. PHA-established eligibility criteria

☐ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?
If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☐ Yes ☒ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)? **At this point there is no cooperative agreement with the local TANF Agency, however, plans are in the works to develop a relationship and cooperative agreement in the near future.**

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply) **These will be included in the agreement in the near future.**

☒ Client referrals
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
☒ Jointly administer programs
☐ Partner to administer a HUD Welfare-to-Work voucher program
☐ Joint administration of other demonstration program
☒ Other **(other programs as deemed beneficial)**

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

☒ Public housing rent determination policies
☒ Public housing admissions policies
☒ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families

☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☐ Preference/eligibility for section 8 homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Youth Sports and Cultural Programs	*100*	*Maintain "C" average or tutorial program*	*PHA Office*	*Both*
Pre-School Readiness Program	*12*	*Open*	*Pre-School*	*Both*
After School Tutorial Program	*60*	*Open*	*McCoo Library (soon to expand to each site)*	*Both*
Senior Adult Programs	*30*	*Open*	*Community Centers at each site*	*Both*
Adult Programs (Nutrition, budgeting, etc)	*20*	*Open*	*Community Centers*	*Both*

(2) Family Self Sufficiency program/s

N/A

I. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

I. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?

If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

a. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
☒ Informing residents of new policy on admission and reexamination
☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

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

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
☒ Residents fearful for their safety and/or the safety of their children
☒ Observed lower-level crime, vandalism and/or graffiti
☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

☒ Safety and security survey of residents
☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
☒ Resident reports
☒ PHA employee reports
☒ Police reports
☒ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
☐ Other (describe below)

3. Which developments are most affected? **(All)**

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
☐ Crime Prevention Through Environmental Design
☒ Activities targeted to at-risk youth, adults, or seniors
☒ Volunteer Resident Patrol/Block Watchers Program
☐ Other (describe below)

2. Which developments are most affected? **(All)**

C. Coordination between PHA and the police

I. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

☒ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
☒ Police provide 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, officer in residence)
☒ Police regularly testify in and otherwise support eviction cases
☒ Police regularly meet with the PHA management and residents

☒ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
☐ Other activities (list below)

2. Which developments are most affected? **(All)**

D. Additional information as required by PHDEP/PHDEP Plan

☒ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: ___)

14. RESERVED FOR PET POLICY (See Attachment M)

15. Civil Rights Certifications

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

1. ☒ Yes ☐ No: Is the PHA 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))? (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain?____
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD? If not, when are they due (state below)?

17. PHA Asset Management

1. ☐ Yes ☒ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☒ Not applicable
☐ Private management
☐ Development-based accounting
☐ Comprehensive stock assessment
☐ Other: (list below)

3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☐ Attached at Attachment (File name)
☒ Provided as follows:

Resident Advisory Committee Meeting

September 21, 1999 5:00 PM

Minutes

Present: Absent:

Veronica Canada – Chattahoochee Courts
Walter Turner – Chattahoochee Courts
Deborah Hamilton – Forest Hills
Joan Smiley – Forest Hills
Gary Parmer - Western Heights
Sheila Reeves – Western Heights
Joni Wesley – EHA
Mary Thomas – EHA
Tom Wachs - EHA

I. **Purpose of Committee** - The Executive Director explained the purpose of the Committee as to voice opinions of HA policies and procedures and to help guide the direction the HA wishes to take in the future. The committee will advise the Executive Director and Board of Commissioners on issues of interest to residents.

II. **Review PHA Plan –** The Executive Director presented a synopsis of the Agency Plan including the Annual and 5-Year Plan. The Committee unanimously agreed with the goals and objectives presented and had no comments otherwise.

III. **Discuss City-Wide Resident Council** - The Executive Director discussed forming a City-Wide Resident Council in lieu of site-based Resident Councils. The advantages would be strength in numbers and more resources and participation. The Committee unanimously agreed that it would be a positive change. They suggested I formulate a letter to all residents and have the first meeting sometime within 4-6 weeks, possibly at 6:00 PM with snacks.

IV. **Discuss Community Work Requirement -** The Executive Director discussed the new community work requirement. The plan is to find local agencies that need volunteers and request they allow our residents to work. The agencies that participate would be responsible for keeping up with the hours worked. The Committee thought that giving the residents choices was a good idea and felt that it would be effective. **Discuss Pet Policy** (attached) **–** The draft Pet Policy was reviewed and fully revised. This revised policy will be presented at the public hearing and presented to the Board for adoption.

V. **Discuss Community Center Pass** - The Executive Director presented the idea of charging an annual fee of $20 per person to join the Eufaula Community Center. The ECC suggested the EHA pay a flat rate per month of $150 for every resident for unlimited access. That is a substantial savings for residents. The Committee unanimously agreed that charging an annual fee of $20 per person would not be cumbersome and would make each resident appreciate it more.

Adjourn – The Executive Director stated that he would mail a sample letter concerning the new city-wide resident council for their review soon. He also stated that he would let them have ample notice prior to next meeting.

3. In what manner did the PHA address those comments? (select all that apply)

☒ Considered comments, but determined that no changes to the PHA Plan were necessary. **Resident Advisory Board did not see the need to make changes to the draft plan.**

☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:

☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.) **There is no resident on the Board yet, as not required until first vacancy after October 1999, but will not be elected by residents.**

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☐ Other: (describe)

b. Eligible candidates: (select one)

☐ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance
☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

c. Eligible voters: (select all that apply)

☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

1. Consolidated Plan jurisdiction: **(State of Alabama)**

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.

☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

☐ Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The Consolidated Plan for the City of Eufaula has not been updated since 1983. The City operates under the Consolidated Plan for the State of Alabama. However, in discussion with City officials, adequate affordable housing is desired without an over-abundance and competitiveness leaving vacancies.

D. Other Information Required by HUD

1. The 5-Year Plan will remain in effect except for the following circumstances which would constitute a substantial deviation:

   a. Any direct change in rules, regulations or funding allocations that would prevent reaching the stated goals.

   b. Any significant deviation from stated goals related to resident need or Board approval.

2. The 5-Year Plan and Annual Plan will remain in effect except in the case of a significant amendment or modification as follows:

   a. Any direct change in rules, regulations or funding allocations that would prevent reaching the stated goals.

   b. Any significant deviation from stated goals related to resident need or Board approval.

Criminal Records Management Policy

Eufaula Housing Authority

All adult applicants and tenants shall complete an “Authorization For Release of Police Record” (see attached). The Housing Authority (HA) may request a National Crime Information Center (NCIC) check for criminal history for an applicant or tenant through the local law enforcement agency, State Judicial Information System and/or Alabama Bureau of Investigation. Applicants and tenants may be requested to furnish fingerprints for this purpose through the local law enforcement office to be sent to the FBI. NCIC information shall be furnished to the HA pursuant to the agreement between the US Department of Housing and Urban Development and the US Department of Justice regarding access to NCIC data.

For the purpose of screening applicants, lease enforcement and eviction, the HA or its agents will obtain NCIC reports and any police records from law enforcement agencies related to a persons criminal conviction records for persons 18 years of age or older. The HA may also request this information for juveniles, to the extent that the release of such information is authorized by State, local or other laws.

Before the HA takes any adverse action based on a criminal conviction record, the HA or its agents must provide the applicant or tenant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record. For applicants, the copy will be provided at a hearing. The hearing is afforded to each applicant that is denied admission and provides the applicant the opportunity to dispute any information used to deny an applicant admission to public housing (See ACOP). For tenants, the copy will be provided in accordance with the HA’s Grievance Procedure.

The HA will keep all criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/tenant which are used as the basis of denying tenancy or eviction are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term “adult” shall mean a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or other law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Records shall be destroyed once action is taken and any grievance procedure, or court proceeding is completed.

The HA will work through their local law enforcement agencies to obtain information from NCIC. Also, the HA may pay reasonable fees charged by law enforcement agencies that provide the information. The applicant or tenant may not be charged for any expenses related to the investigation.

EHA Procedure

An *"Authorization For Release of Police Record"* (hereafter Authorization) shall be completed by each applicant for public or Section 8 housing as well as each tenant at their annual reexamination.

Once the Authorization is completed, a copy will be sent to the local law enforcement agency. When returned, the originator will examine the results. If there is reason to deny application, no further action is necessary other than notify the applicant in writing and give notice of opportunity for a hearing. Should the results indicate an SID number, (State Identification Number) the Authorization will be checked against the Alabama Criminal Justice Information System (ACJIS) via the internet by the Accounts Clerk. Should there be evidence of criminal activity, a printout will be attached and returned to the originator.

If the results indicate an FBI number, the local results and the ACJIS results should be evaluated to determine if an NCIC check is necessary. If so, the applicant will be asked to report to the Eufaula Police Department to be fingerprinted. A Criminal History Information Release Form will be completed and along with the fingerprint card returned to the Alabama Bureau of Investigation Identification Unit for a national criminal history check. Once returned, the results will be evaluated to determine eligibility.

Once the criminal history information is evaluated, the actual history will be destroyed and a copy of the Authorization maintained in the file. Should the history ever need to be retrieved, this procedure will start over.

PERSONNEL

POLICY

The Housing Authority of the City of Eufaula

Adopted April 6, 1999

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FORWARD

This manual is designed to present an understandable account of the policies and practices of the Housing Authority of the City of Eufaula, Alabama, (hereafter HA) concerning its organizational structure and the people who work within that structure.

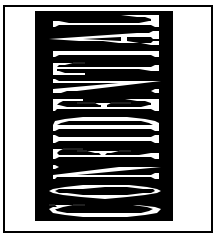
To this end, it should be emphasized that a handbook or manual of this type is a "live, viable" instrument offering the maximum in flexibility and usefulness in administration and communication with those who are most concerned, or who should be, with the efficient and successful operation of the organization, that is, its employees.

The handbook is intended to provide guidance for administration of personnel matters.

This Handbook and the policies contained herein do not in any way constitute, and should not be construed as a contract of employment between the HA and the employee, or a promise of employment. All employees serve at the will of the HA.

NON-DISCLOSURE

The protection of confidential business information and trade secrets is vital to the interests and the success of the housing authority. Such confidential information includes, but is not limited to, the following examples:



$ Applicant information
$ Compensation data
$ Financial information
$ Labor relations strategies
$ Pending projects and proposals
$ Resident file information

Employees may be required to sign a non-disclosure agreement as a condition of employment. Any employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

1.00.00 GENERAL PROVISIONS

1.01.00 **Purpose -** It is the purpose of these policies to establish normal procedures that will serve as a guide to administrative action concerning the various personnel activities of The Housing Authority of the City of Eufaula, Alabama. The Housing Authority of the City of Eufaula, Alabama, will hereinafter be referred to as the "HA" each and every time that it is mentioned in this document.

1.02.00 **Affirmative Action -** It is the policy of the HA that the sex/race composition of employees in each job category will be in reasonable relation to the sex and race composition of people within applicable labor markets who are qualified for these jobs. This policy is to be implemented through vigorous recruiting efforts to find and attract adequate numbers of applicants of both sexes and all races so that the most qualified persons may be selected for job vacancies based on merit principles.

1.03.00 **Declaration of Policy -** Following are personnel principles established for the HA:

- $ Employment in the HA shall be based on merit and free of personal and political consideration.
- $ Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in operation of the HA.
- $ Positions having similar duties and responsibilities shall be classified and compensated for on a uniform basis.
- $ Appointments, promotions and other personnel actions requiring the application of the principles shall be based on systematic evaluations and/or tests.
- $ Every effort shall be made to stimulate high morale by fair administration of these policies of the HA and by every consideration of the right and interest of the employee, consistent with the best interest of the HA.
- $ Continuity of employment shall be subject to good behavior, satisfactory performance of work, necessity for the performance of work and availability of funds.

1.04.00 **Board of Commissioners Compensation -** Members of the Board of Commissioners of this HA shall not receive compensation for their service on

the Board. Provided, however, that compensation for Board Member approved travel and related expenses may be paid to Commissioners in accordance with the travel provisions in this policy.

1.05.00 **Appointment of Residents as Public Housing Agency Commissioners -** Section 2 of the United States Housing Act of 1937, as amended, states that "no person should be barred from serving on the Board of Commissioners of a local Public Housing Agency because of his or her tenancy in a lower income housing project." Such participation shall not be construed to constitute a conflict of interest, provided such Resident-Commissioner shall not act upon any issue dealing with his/her personal circumstance of occupancy.

1.06.00 **Employment of Commissioners -** The employment of a Housing Authority Commissioner during his or her tenure or for one year thereafter in a salaried or contract position within the Housing Authority constitutes a conflict of interest under Section 515 of the Annual Contributions Contract (ACC). A U.S. Department of Housing and Urban Development (HUD) waiver of the ACC requirement would be required from the HUD Field Office to authorize an exception to this requirement. Before granting a waiver, the Field Office must insure that approval of such a waiver is clearly in the best interests of the HA and that the following criteria are included in consideration for granting a waiver:

- Availability of other candidates.
- Qualifications of other candidates as well as the qualifications of the Commissioners.

1.07.00 **Employment of Spouses and Relatives -** In hiring spouses or relatives of HA board members or staff, the Housing Authority must comply with all applicable State and local laws governing conflicts of interest and nepotism. Where a contract for services is utilized in lieu of employment, spouses and relatives of Housing Authority board members or staff who reside in the same household are subject to the same prohibitions under Section 515 of the ACC as the Board member or employee.

1.08.00 **Personnel Actions -** The authority to affect actions relating to the employment, working hours, enforcement of rules, transfers, promotions, leaves of absence, demotions, separations, or disciplinary actions involving an employee is the responsibility of the Executive Director. The Executive Director at his/her discretion, may delegate this authority to supervisors subject to review by the

Executive Director. In any case, the Executive Director or his/her designee may take the appropriate action involving an employee, including specifically the dismissal of an employee.

1.09.00 **Interpretation -** The policies are intended to cover most personnel problems and actions likely to be encountered. Those not specifically covered shall be interpreted by the Executive Director in keeping with the intent and objectives of these policies and record of these policies and record of these interpretations shall be kept by the Executive Director for consideration of incorporation into these policies.

1.10.00 **Enforcement and Administration -** The responsibility and authority for the enforcement and administration of the policies set forth herein are vested in the Executive Director and/or his/her designee.

1.11.00 **Membership in Organizations -** Project costs shall not include the costs of individual membership of officials or employees in any organization or the costs of membership in an organization, any substantial parts of whose activities involve the promotion of legislation. However, expenditures for HA membership dues and fees in organizations are an allowable cost if the organization furnishes technical or professional information, training, workshops, or other services beneficial to public housing activities. The cost of HA membership in organizations shall be specifically authorized by the HA Board.

1.12.00 **Proration of Expenses -** HA expenses for personnel-related items shall be charged to individual programs or projects on the same basis as is used to distribute compensation from other programs unless another proration formula, approved by the HUD field office, would be more equitable.

1.13.00 **Working Conditions -** The Executive Director and/or his/her designee shall be responsible for providing suitable and adequate working conditions within their means, and for making recommendations for correction not within their means of any conditions not suitable or adequate. The Executive Director and/or his/her designee shall be held responsible for those matters normally associated with foremanship, such as providing employee safety training, handling employee complaints, and development of employee morale and effectiveness.

2.00.00 TRAVEL

2.01.00 **Travel Regulations -** Employees or Commissioners of the HA are, from time to time, required to travel outside the immediate HA area (outside the city limits of the HA) for the conducting of Authority business which is reasonable and is necessary to enable the HA to operate its public housing program economically and efficiently, including attending meetings and conferences. Such reasonable travel and reimbursement for expenses incurred in connection therewith are authorized by this policy, but only with the prior approval of the Board of Commissioners or the Executive Director. This requirement is met through the Board of Commissioners' approval of the annual operating budget, which includes scheduled and anticipated travel, without the necessity for obtaining Board approval for each trip, provided the Board has delegated this authority to the Executive Director. Requests for travel shall be submitted to and approved by the Executive Director before the travel is begun. Travel expenses shall only be reimbursed for the Employee and/or Commissioner, or others as approved by the Executive Director and/or Board of Commissioners. Expenses for other persons, including spouses, unless employed by the HA shall not be reimbursable.

2.02.00 **Number of Person(s) Authorized to Travel -** The number of Commissioners, employees, or other approved persons making any particular trip to conduct Authority business or to attend a meeting or conference will be limited to the number of persons actually needed to adequately conduct such business or cover such meeting or conference.

2.03.00 **Eligible Reimbursable Expenses -** Shall be as follows:

2.03.01 Transportation costs for travel will be reimbursable under terms of this policy. If travel is by common carrier (airline, bus line, or rail) an amount not to exceed the cost of economy fare shall be eligible for reimbursement. If no economy fare accommodations are available the cost of first class shall then be reimbursed. Travel by automobile for the HA business shall be made in an Authority automobile. In the event circumstances exist where no Authority owned automobile is available a private vehicle may be used with specific prior approval of the Executive Director. The owner of the personal vehicle will be reimbursed at the rate per mile established annually by the IRS. Such reimbursement will require a signed statement of actual miles, and in no

event will more than one person be allowed mileage expense reimbursement for a joint trip. If an Authority owned vehicle is available and approved for use, but a privately owned vehicle is used for travel for any reason, only the cost of gasoline, oil and automobile storage will be reimbursable, and then only when properly documented.

2.03.02 Costs for the actual amount of reasonable lodging, meals, parking fees and other required travel and business expenses such as taxis, tips, clerical services and business telephone calls shall be reimbursable when properly submitted on a signed travel voucher.

Each person shall submit a travel voucher on the HA approved form within a reasonable time after the travel occurs. No expense paid by an employer or commissioner will be reimbursed without a receipt. Any non-reimbursable expenses incurred and paid for by HA funds or charge card, shall be reimbursed by the employee or commissioner by personal check at the time the travel voucher is submitted. Payment for reimbursable expenses shall be made to the Employee or Commissioner within a reasonable time after submittal.

2.04.00 **Non-Eligible Reimbursable Expenses -** Entertainment expenses, alcoholic beverage expenses, in-room movies, hotel charges not related to room cost and tax, room service charges and any illegal activities are not reimbursable.

Note: *All travel documentation shall be maintained for audit purposes for a period of three years from the date of travel.*

3.00.00 RECRUITMENT, SELECTION, PROMOTION & PROBATION

3.01.00 **Equal Employment Opportunity -** This HA does not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, handicapped or disabled status, national origin, familial status, or sexual orientation. This HA will provide reasonable accommodation to qualified handicapped or disabled persons. Provided, however, reasonable accommodation does not require an undue financial burden on the HA.

Equal employment opportunity shall apply to all personnel actions including, but not limited to, recruitment, hiring, upgrading, promotion, demotion, transfer,

layoff or termination.

This HA shall, in addition to the position requirements, insert in all employment announcements, a statement that all qualified applicants will receive due consideration for employment without regard to race, age, religion, sex, color, national origin, handicapped or disabled status, familial status or sexual orientation. The statement shall also include a provision stating that no qualified handicapped or disabled person shall, on the basis of the handicap or disability, be subjected to discrimination in employment. (Reference: ACC Section 304, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act, American with Disabilities Act.)

3.02.00 Recruitment and Selection

3.02.01 Eligibility - Applicants for employment shall be recruited from a geographic area as wide as necessary to assure obtaining well-qualified candidates for the various types of positions. In cases where residents and nonresidents are equally qualified for a position, preference shall be given to residents in filling such vacancies. All applicants, regardless of race, sex, age, religion, national origin, sexual orientation, or political background, will be given equal consideration for all positions with the HA.

3.02.02 Qualification Standards for Employment - Qualifications for available positions shall be clearly stated in all position vacancy announcements. Standards relating to qualifications for employment should include: education, experience, skills and abilities necessary to adequately perform the available position.

3.02.03 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects - To the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of the project areas, and contracts for work in connection with the projects shall be awarded to business concerns located in or owned in substantial part by persons residing in the area in which the project is located.

3.03.00 Pre-Employment Physical Examination - The HA may not conduct or seek to make an inquiry as to whether an applicant is handicapped or disabled or the

nature or severity of the handicap or disability. However, the HA will require applicants for employment to take a pre-employment physical examination. Pre-employment medical examinations and medical history questionnaires may not be required until after the applicant has first received a conditional offer of employment. The use of post-offer examinations must meet certain requirements as follows.

3.03.01 All hired applicants in the same job category shall undergo medical examinations or to answer medical questionnaires regardless of handicap or disability.

3.03.02 Information received shall be segregated and maintained on separate forms and in separate files.

3.03.03 Confidentiality of medical records must be maintained.

After post-offer exams are administered, the following notice must be given to the applicant:

NOTICE TO APPLICANTS:

In compliance with the American with Disabilities Act of 1990, you have received a conditional offer of employment. This medical history statement is required of all applicants who apply for certain job categories. The answers to this medical history statement and any medical statement and any medical examination will be kept confidential and in separate files. The job offer which you have received is "conditioned" upon confirmation that you can perform the essential functions of the job with or without reasonable accommodation.

3.04.00 **Notification of Position Vacancies -** Department Heads will notify the Executive Director or his/her designee of all position vacancies as soon as they are anticipated. The Executive Director or his/her designee will send notifications of position vacancies to Department Heads for posting in their departments so that all employees can be aware of the vacancy. To offer Authority employees the advantage for promotional opportunities, notice will be given within the HA before the vacancy is advertised outside the HA. For all vacancies except those filled by promotions, the Executive Director or his/her designee will post a list of all vacancies on the Housing Authority Bulletin Board, employment ads may be placed and employment agencies may be contacted by the Executive Director or his/her designee.

3.05.00 **Transfer -** A transfer is a change in an employee's assignment from one position to another position in the same or equivalent classification involving the same level of responsibility and requiring equivalent skills, knowledge and abilities. Transfers may be within or between departments by approval of the Executive Director or his/her designee. An employee may be transferred from one position to another within a department or into a different department in order to improve the efficiency of the department, to accommodate work force reductions, or to meet emergency requirements or similar circumstances. A transferred employee will retain the annual leave and sick leave held in the position from which transferred. Inasmuch as a transfer is a change in position of similar requirements, no change in rate or salary will result from a transfer.

A transfer can also be a change in career paths, such as a secretary who desires to become a housing manager. In this case, the employee would transfer to the new position at the higher of: Grade One, Step One or one Step above their current Grade, step.

An employee desiring a transfer should discuss the possibility with his/her supervisor. An employee who is granted a transfer at his/her request shall serve a six (6) month probationary period in the new position. Upon satisfactory completion of the probationary period a successful employee may be eligible for a step increase in pay.

3.06.00 **Promotion -** All vacancies shall, whenever possible, be filled by promotion of a qualified employee within the HA. However, the Executive Director or Board of Commissioners may recruit applicants from outside the HA whenever they have reason to believe that better qualified applicants are available than within the HA. Promotion within the HA shall be based on the qualifications of the person being appointed. Usually, the first consideration in filling of vacancies will be given to the most qualified in the department in which the vacancy exists. Next, consideration will be given to the most qualified applicant from outside the department. If no acceptable applicant is found within the Housing Authority, the vacancy will be filled from outside the Housing Authority. The criteria used in the selection of the most qualified applicant shall be based upon experience, performance, evaluation and, where feasible, examination. Persons currently employed will be given the first opportunity to apply for vacancies throughout the HA.

3.06.01 **Procedures -** The following procedures shall be used in recruiting and selecting Authority employees:

- $ The department head shall give notice to the Executive Director of any pending open position.
- $ The Executive Director or his/her designee shall advertise for applicants in whatever manner will provide a suitable number and quality of applicants.
- $ All qualified applicants may be given examinations, either written, physical (if applicable) and/or oral. Background checks--police record, credit reference, etc.-shall be made in cases warranting the same.
- $ After oral interviews are completed, the department head will examine the qualifications of all applicants interviewed and determine the most qualified person for the position.
- $ After the person is selected, an appointment sheet will be initiated by the Executive Director or his/her designee to the Executive Director for his/her approval or disapproval. The applicant will thereafter be notified of the decision.
- $ If, after interview no suitable employee is found, the HA may re-advertise the position and reopen the selection process.

3.07.00 **Probation**

NOTE: *Unless specifically referenced no other section of this personnel policy is applicable to a probationary employee.*

3.07.01 **Probationary Period -** The probationary period is the part of the examination process that is used to observe the probationary employee's work, to secure the most effective adjustment of the probationary employee to his/her new position, and to reject a probationary employee who does not meet required work standards. The duration of the probationary period shall be six (6) months for a new hire and six (6) months for a transferred or promoted employee. The probationary period starts from the date of probationary employment, transfer or promotion.

3.07.02 **Probationary Monitoring -** During the probationary period, the probationary employee's supervisor will inform the probationary employee in writing when he/she is not performing satisfactorily and is

not meeting probationary requirements. The department head will report periodically to the Executive Director or his/her designee during the probationary period on the probationary employee's progress.

A midterm probationary employee evaluation shall be completed on each probationary employee half way through the probationary period. The probationary employee will at this time be advised of his/her progress to date and recommendations made if necessary to make the probationary employee aware of shortcomings and areas of needed improvement. At least two (2) weeks prior to the expiration of a probationary employee's probationary period, the department head shall notify the Executive Director or his/her designee and the probationary employee as to whether the service of the probationary employee has been satisfactory and whether the probationary employee should be continued in his/her position on a regular basis.

3.07.03 **Removal of Probationary Employee -** During the probationary period, the department head may remove a probationary employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits of dependability do not merit his/her continuance in the service. The department head shall immediately report said removal to the Executive Director or his/her designee. No more than two (2) probationary employees shall be removed successively from the same position during the probationary period without the prior approval of the Executive Director or his/her designee.

No probationary employee shall be paid for work performed after the probationary period unless (prior to the performance of the work) the department notifies the Executive Director or his/her designee in the manner described above of his/her intention to make the probationary employee regular.

4.00.00 DRUG-FREE WORKPLACE

4.01.00 **Compliance -** In compliance with the Drug-Free Workplace Act of 1988 (PL 100-690, Title V, Subtitle D), the HA absolutely prohibits the use, consumption, sale, purchase, transfer, possession, manufacture, distribution or dispensation of any controlled substance by any Authority employee, intern or enrollee in a HUD-funded program during working hours, while on the

premises, while representing the HA, or while at an assigned workplace.

In addition, Authority employees, interns and enrollees are strictly prohibited from being under the influence of alcohol or any controlled substance while representing the HA during working hours, while on the premises, or while at an assigned workplace.

4.02.00 **Legally Prescribed Medications -** Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee, intern or enrollee work ability, job performance, or the safety of others in the workplace.

4.03.00 **Definitions -** The following definitions are provided:

4.03.01 **Controlled Substances -** "Controlled substances" are defined for the purpose of this policy as any substance, chemical, or drug listed in Schedules I through V of the Code of Alabama 1975, codified in Sections 20-2-22 through 20-2-31, or in those schedules as revised and republished annually by the State Board of Health pursuant to Section 20-2-32, or covered by the Drug Crimes Amendments Act of 1987 as codified in Sections 13A-12-210 through 13A-12-216, or a substance listed in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

4.03.02 **Conviction -** The term "conviction" means a finding of guilt or plea of guilt, or imposition of sentence, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

The term "criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance.

4.04.00 **Employee Assistance -** The HA will, to the best of its ability, work with employees, interns, or enrollees suffering from drug or alcohol abuse or other personal or emotional problems to receive assistance. Any employee, intern or enrollee seeking such assistance is encouraged to meet with his/her supervisor(s) or the Executive Director or his/her designee to discuss the situation before the problem begins to surface in the workplace. Any disclosures

made by an employee will be treated as strictly confidential by the management personnel.

The employee's decision to seek assistance will not be used as the basis for disciplinary action or used against the employee in any disciplinary proceedings.

4.05.00 **Disciplinary Action -** Employees found to be abusing drugs, or convicted of any criminal drug statute violation, will be subject to appropriate disciplinary action, up to and including termination, even for a first offense, or be required to enter into a written agreement with the HA to participate satisfactorily in a prescribed drug or alcohol abuse assistance or rehabilitation program approved by the HA's Executive Director for such purposes. The HA is not required to pay for this rehabilitation or reimburse the employee for expenses incurred. Failure of an employee to voluntarily participate in a drug or alcohol abuse assistance or rehabilitation program, or to satisfactorily attend the program as set forth in the written agreement between the employee and the HA, shall result in automatic termination of the employee.

4.06.00 **Notice by Employee Required -** Employees, probationary employees, interns, and enrollees must notify the Executive Director in writing of any criminal drug statute conviction for a violation occurring in the workplace, or during working hours, or while representing the HA, no later than five (5) days after such conviction. Any employee found to be in violation of this notification requirement will be immediately terminated.

4.07.00 **Publication of Policy Statements -** The HA will publish a statement notifying employees, interns and enrollees of the HA's Drug-Free Workplace Policy and notifying the employees in the statement, that as a condition of employment, employees, interns and enrollees must abide by the terms of this Policy. All employees, interns and enrollees must sign a copy of this statement acknowledging receipt and understanding of the statement.

4.08.00 **Drug-Free Awareness Program -** The HA will establish a drug-free awareness program to inform employees, interns and enrollees about:

$ The dangers of drug abuse in the workplace,
$ The HA policy of maintaining a drug-free workplace,
$ Any available drug counseling, rehabilitation and employees assistance programs,

$ The penalties that may be imposed upon employees, interns and enrollees for drug abuse violations.

4.09.00 **Drug Testing -** The HA is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine, saliva, breath, and/or blood) to determine the illicit or illegal use of drugs and alcohol.

Copies of the drug testing policy (Drug-Free Workplace Policy) will be provided to all employees. Employees will be asked to sign an acknowledgment form indicating that they have received a copy of the drug testing policy. Questions concerning this policy or its administration should be directed to the Executive Director.

5.00.00 SEXUAL HARASSMENT POLICY

The HA prohibits sexual harassment in any form by any employee or other personnel related to the HA. In recognition of this principle, the HA has adopted the following policy and procedure relating to sexual harassment that is alleged to have taken place by employees, staff, or other personnel related to the HA.

5.01.00 Statement of Policy

It is the policy of the Eufaula Housing Authority that sexual harassment in any form will not be condoned or tolerated. Any complaint relating to sexual harassment shall be investigated and based upon the results of the investigation, appropriate action will be taken by the HA as prescribed by this policy and the Personnel Policy.

5.02.00 **Policy -** The HA shall have a review committee, composed of three (3) persons, at least one of whom shall be male and one female, who shall be selected by the Executive Director or his/her designee. This committee shall be responsible for the investigation of all complaints received relating to alleged sexual harassment. All activities of this committee shall remain confidential, except as is necessary in the investigation and in the necessary reports concerning the final report and recommendations.

This policy shall be distributed to all employees, and each shall execute a receipt for the same.
The HA shall conduct training on a regular basis for informational purposes to all employees of the HA.

5.03.00 **Procedure -** Any person who feels that he or she has been the subject of sexual harassment shall complete a form which is attached to this policy, and shall submit it to the Executive Director in a sealed envelope. The Executive Director shall deliver the sealed envelope to the review committee to begin the process of investigation and report. The committee will, within three business days, interview the complainant, witnesses, and the accused, in that order. After this initial interview, the committee shall conduct any further investigation deemed necessary. **ALL INTER-VIEWS SHALL BE CONFIDENTIAL**. The accused will, within one business day from the time he/she is advised of the nature of the complaint, submit a list of witnesses which the committee shall interview.

All interviews shall be conducted by the committee and shall be recorded, transcribed and signed by the person interviewed. This transcription shall be placed in the investigation file, and shall be kept with the investigative file. After all witnesses have been interviewed, the committee shall submit to the Executive Director their recommendations concerning the substance of the complaint and their findings. The Executive Director shall meet with the committee to discuss their findings and recommendations, which shall then be related to the accused and the accuser.

5.04.00 **Disposition -** Actions which may be taken by the Executive Director at the conclusion of the investigative process can include:

$ Informal Reprimand,
$ Verbal Warning with appropriate notation in file,
$ Written Warning,
$ Written Reprimand,
$ Counseling,
$ Transfer to another department to separate accused and accuser,
$ Any other disciplinary type action as found in the personnel policy.
$ Termination of employment,

Any employee may appeal the decision of the Executive Director to the Board

of Commissioners as provided in this policy.

All notations in the personnel file relating to a sexual harassment claim shall be confidential and not subject to disclosure except at the discretion of the Executive Director with good cause.

6.00.00 EMPLOYEE PERFORMANCE EVALUATION

All HA employees shall be provided with a copy of a position/job description that is clear and concise and relates to their stated duties and responsibilities.

6.01.00 **Objective -** The Executive Director or his/her designee shall maintain a system for evaluating the work performance of all regular employees and of other employees that may be subject to the provisions of all or part of these Personnel Policies.

6.02.00 **Purpose -** The purpose of the employee performance evaluation system shall be:

- To improve performances by informing the employee of the quality of his performance and suggesting actions for improvement.
- To document the employee's qualification for promotion or for a step-increase in pay.
- For consideration in other personnel actions, including but not necessarily limited to: selection for special training; reclassification or reassignment; demotion, layoff, or dismissal; and other actions provided for by these Personnel Policies.

6.03.00 **Period of Evaluation**

6.03.01 **Regular Evaluation -** Each employee will be rated at the minimum annually. All evaluations will be submitted to the Executive Director or his/her designee at least 60 days prior to budget submittal. The Executive Director shall review and endorse each evaluation.

6.03.02 **Special Evaluations -** A special performance evaluation shall be rendered under the following conditions:

- By a departing supervisor, for each employee under his

immediate supervision who has not received an evaluation in the past three (3) months.

- $ For any employee whose latest evaluation showed an overall rating of unsatisfactory, one (1) month following the unsatisfactory evaluation.
- $ For any employee who is recommended for demotion or dismissal for inefficiency, promotion, or incentive pay increase.
- $ For any employee on probationary period at least one month before the expiration of the probation period.

6.04.00 **Evaluation Procedure -** An employee's performance evaluation will be made by his immediate supervisor (Rater) and endorsed by the next higher supervisory (Endorser). The Executive Director, in the appropriate case, may perform the evaluation of an employee whose performance has been observed by the Executive Director. Each evaluation will be reviewed by the department head and then forwarded to the Executive Director for inclusion in the employee's personnel records.

6.05.00 **Review with Employee -** Prior to forwarding an evaluation to the Endorser, the Rater will discuss the evaluation with the employee being rated, and the employee will sign the evaluation form to indicate that the evaluation has been shown to and discussed with him. If an employee disagrees with any rating or statement in an evaluation, he may, within five (5) days following the discussion with the Rater, submit a written statement which shall be attached to the evaluation form prior to its transmittal to the Endorser.

6.06.00 **Supplemental Statements -** An Endorser may attach a supplemental statement to an evaluation to expand on the evaluation or to express disagreement with the Rater's evaluation. The Endorser may not, however, require the Rater to change his ratings. Similarly, the department head may add his own comments but may not require the Rater or Endorser to change their ratings.

6.07.00 **Unsatisfactory Evaluations -** When a performance evaluation by a Rater shows an overall rating of unsatisfactory, the department head will, within fifteen (15) days, notify the employee in writing that his performance report is unsatisfactory, advise the employee of actions required to make his performance satisfactory, inform the employee that a special evaluation will be made one (1) month later, and remind the employee that an overall rating of

unsatisfactory on the special evaluation may subject the employee to disciplinary action for inefficiency. A special evaluation shall be made one (1) month following the date of the unsatisfactory rating. If applicable, the department head will initiate appropriate action in accordance with the Disciplinary Procedure contained in this Personnel Policy.

6.08.00 **Performance Evaluations Confidential -** Employee Performance Evaluations shall be confidential and shall be available for inspection only by:

- The employee concerned, or his duly authorized representative.
- The employee's department head.
- Personnel officials.
- The Executive Director or his representative.
- Board of Directors in conference with the Executive Director and/or department head.

7.00.00 WAGE ADMINISTRATION

7.01.00 **Pay Procedure -** All employees will be paid every Friday of each week unless pay date falls on an observed holiday in which case employees will be paid on the last work day before holiday.

7.02.00 **Overtime -** The standard work week established by the Board of Commissioners is forty (40) hours per week and this should be adhered to in order to assure the satisfactory performance of the Housing Authority. The work week shall begin at 8:00 AM and shall end at 5:00 PM. The Executive Director and/or his or her designee will assign duties which can normally be accomplished within the established work day and work week. However, occasionally some overtime work may be necessary for proper performance of work duties and responsibilities. All overtime must be approved in writing and prior to the occurrence of overtime by the Executive Director and/or his or her designee. Overtime work for employees exempt by wage and hour regulations is considered part of their job responsibility and does not justify overtime pay. Other employees required to work in excess of forty (40) hours shall receive overtime or compensatory time as set forth below.

Employees working over eight (8) hours in any day before accumulating forty (40) hours in the current pay period may be required to take time off before the end of the current overtime period equal to the hours in excess of 8 worked for

the day. However, if the employee and employer have a written agreement as authorized by the ACC and/or which complies with Wage and Hour regulations, regular full-time employees working after forty (40) hours have been accumulated in the current pay period or when in the best interest of the HA shall receive compensation for overtime in the form of overtime pay or compensatory time off, as outlined in the comp-time policy. Provision for overtime pay must be requested by the department head in advance of budget preparation in order that suitable provision for such can be included in the annual budget.

While the standard work week is specified in the conditions of employment for each department, there exists in every position, an obligation to assist in time of emergency, and unusual requirements may necessitate the appearance of persons with particular skills. Failure to appear for such unusual assignments--in the absence of excuses--may be cause for disciplinary action.

7.03.00 **Advances -** With the prior approval of the Executive Director, an employee who has applied for and had approved annual leave which will extend through a pay day may request advance payment of monies he/she would normally receive on said pay day.

8.00.00 CONDUCT OF EMPLOYEES

8.01.00 **Attendance -** An employee shall be in attendance at regular work in accordance with these policies and general departmental regulations. Failure of the employee to report or call in within 30 minutes of the established clock in time for that department will constitute an unexcused absence (unless an emergency situation exists). The employee will be docked one-half of a day's pay and be subject to disciplinary action in accordance with this policy.

8.02.00 **Punctuality -** Work hours are posted on the employee bulletin boards. Employees will make every effort to be on time. Employees who are late will be subject to disciplinary action in accordance with Section 10.

8.03.00 **Outside Employment -** No employee, including department heads, may engage in additional employment outside the official hours of duty unless approved by the Executive Director. The Executive Director shall prepare a set of standards for approval or disapproval of outside employment which shall be based on whether outside employment will cause or can cause conflict of

interests, or whether such outside employment is compatible with employee's position.

8.04.00 **Gifts and Gratuities -** An employee shall not accept gifts, gratuities, or loans from organizations, business concerns, or individuals with whom he has official relationships on business of the HA. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, nor to prohibit employees from obtaining loans from regular lending institutions.

8.05.00 **General Statement on Political Activities -** No employee of the HA shall participate in any political activity that would be in violation of the Hatch Act, state or local laws.

8.06.00 **Political Activity Described -** Employees are expected to exercise their legal right to vote, but shall not engage in any of the following political activities either on or off duty:

8.06.01 No person shall be appointed or promoted to, or demoted or dismissed from, any position, or in any way favored or discriminated against with respect to employment because of his/her political or religious opinions or affiliations or race.

8.06.02 No person shall seek or attempt to use any political endorsement in connection with any appointment to a position with the HA.

8.06.03 No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any reason an appointment or advantage in appointment to a position with the HA, or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person, or for any consideration.

8.06.04 Any employee choosing to become a candidate for any elective public office will be expected to first leave the service of the HA. In no case shall uniformed employees carry on any political activity while in uniform.

8.06.05 No employee with the HA shall solicit or be in any manner concerned with soliciting any assessment, subscription or contribution for any candidate for the office of Councilman or Mayor.

8.06.06 No employee with the HA shall make use of Authority time or equipment to aid a political candidate, party or cause or use an Authority position to influence, coerce or intimidate a person or another Authority employee in the interest of a political candidate, party or cause.

8.07.00 **Use of HA Vehicles -** No HA employee shall use a HA vehicle for personal use and no unauthorized people are to ride in said vehicle. Failure to comply with this provision will result in disciplinary action up to and including dismissal. However, the Executive Director may from time to time authorize use of a HA vehicle when advantageous for the operation of the HA.

9.00.00 EMPLOYEE BENEFITS

9.01.00 **Health Insurance -** Enrollment in the health insurance plan is mandatory for the employee. The HA uses Blue Cross/Blue Shield of Alabama for health benefits coverage. The HA pays 100% of single coverage and 75% family coverage on behalf of the employee. There is a $10,000 life insurance policy for the employee within the plan that is paid for by the HA. Health insurance details are available to each employee.

9.02.00 **Retirement Plan -** Enrollment in the retirement plan is mandatory. The HA retirement plan is through the Retirement Systems of Alabama. The HA pays 5% (maximum) of employees compensation into the plan each month. Retirement details are available to each employee.

9.03.00 **Other Plans -** Other benefit plans may be offered to employees as approved by the Board of Commissioners. These may include, but are not limited to, cafeteria plans, deferred compensation plans, opportunities for life, disability and other insurance coverage and other similar plans.

10.00.00 DISCIPLINARY PROCEDURE

This section on employee disciplinary procedures and separations is for guidance to supervisory personnel only. It is not a contract between the HA and its employees. This section merely

describes for supervisory personnel the HA's general philosophy in grievance procedures and termination decisions. The HA recognizes that each disciplinary decision and termination must be judged on its own particular facts. Fairness and common sense dictates that these unique situations will be reviewed and decided in the context of surrounding circumstances. The Commissioners are responsible for all disciplinary actions that involve the Executive Director. To the extent possible, such actions shall be in the form and manner as described below:

10.01.00 **Verbal warnings -** First offense, or first violation, of HA policies.

10.02.00 **Written warning -** Second offense, or violation, of any HA policy within six months of the first violation.

10.03.00 **Suspension without pay/termination of employment -** Suspension without pay or termination of employment will be effected whenever an employee receives two written warnings within the same six month period; or in the event an employee receives three written warnings within the same twelve month period.

Any employee who is away from duty for a two (2) day period without prior approval, or removes HA property or other property for his or her personal use or consumption is subject to immediate termination. Also, any employee who fails a drug test or tests, shall be immediately dismissed in conformance with the HA drug testing policy.

10.04.00 **Confidential Information -** Any employee who discloses confidential information to an unauthorized person or source shall be subject to suspension without pay or termination of employment.

All disciplinary action is subject to the Grievance and Appeal Procedure. Suspensions without pay shall be authorized and recognized as a form of disciplinary action, but only by the specific authorization of the Executive Director.

11.00.00 GRIEVANCE AND APPEAL PROCEDURES

The most effective accomplishment of the work of the HA requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the HA to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. The complaint and investigative files shall be confidential except where necessary to

pursue investigation of the allegations and question necessary witnesses. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review.

11.01.00 **Grievance Procedures -** Any regular employee, who is aggrieved as a result of the interpretation and application of the policies, disciplinary action (other than disciplinary action resulting in demotion, suspension without pay, reduction of salary or dismissal), must follow these procedures:

11.01.01 Within seven (7) calendar days from the date of the grievance, an employee will first present the grievance to his/her immediate supervisor who will make careful inquiry into the facts and circumstances of the complaint. The supervisor will attempt to resolve the problem promptly and fairly and will give an answer to the employee within seven (7) calendar days from the date the grievance is submitted. An employee shall not file any grievance with the Board of Commissioners before following the requirements of this policy.

11.01.02 If the employee is still aggrieved, the employee or authorized representative may request in writing, a review of the grievance by the Executive Director. Such request will be accompanied by all facts of the nature of the grievance and all written answers given thereto, and will be presented within seven (7) calendar days of the date of receipt of the Supervisors answer. Copies of the written request for review will be sent by the employee or the authorized representative at the same time to the employee's Supervisor.

The Executive Director will convene a meeting within twenty (20) calendar days of the date of receipt of the request for review. The Executive Director or his/her designated representative, the employee or his/her designated representative and witnesses, the department head or his/her designated representative and witnesses, will attend the meeting for the purpose of reviewing the grievance. Within fifteen (15) calendar days of the date of the meeting, the Executive Director will give a decision, in writing, to the employee and the employee's authorized representative and will send a copy of the recommendation at the same time to the employee's supervisor. Any adjustment ordered by the Executive Director in favor of the grievant shall be retroactive to the date of the filing of the grievance.

11.01.03 If an employee is still aggrieved, he/she may appeal the grievance to the Housing Authority Board of Commissioners. The employee will submit a request in writing to the Chairman of the HA Board Commissioners within ten (10) calendar days of receipt of the Executive Director's decision and will send copies of the appeal to the Executive Director. The appeal of the employee will be heard in executive session by the Board of Commissioners.

11.02.00 **Appeal to the HA Board of Commissioners -** An employee who has been suspended without pay, reduced in pay, or dismissed, may in writing request a grievance hearing before the HA Board of Commissioners.

11.03.00 **Appeal Procedures -** Appeals must be sent in writing to the Chairman of the Board of Commissioners within ten (10) days following notice of the action by the Executive Director. The written appeal must state the following:

$ Name of the Employee.
$ The time and date grievance occurred.
$ The nature of the grievance.
$ A copy of all correspondence concerning the grievance.

11.04.00 **Grievance Hearing -** The hearing by the Board of Commissioners shall be in executive session, closed to members of the general public. No stenographic, mechanical, or vocal recording of the proceeding, nor transcript of the evidence shall be made without the knowledge of the Board and the grievant. Any tape recording or transcription shall be copied and furnished to the other party (Board or grievant). The hearing shall be conducted in an informal manner and the Chairman shall make every effort to avoid the appearance of conducting a trial in a court of law. The grievant and the HA shall have the right to appear and be heard in person or by counsel. The grievant's failure to attend or notify the Chairman of the of his/her inability to attend will constitute just cause for dismissal of the appeal.

11.05.00 **Final Determination -** Within twenty-one (21) calendar days, the Board of Commissioners shall make the final determination of the case. The decision of the Board of Commissioners shall be final.

The Board will, upon completion of an appeal hearing, render in writing to the

grievant and Executive Director its decision which shall be a final decision binding on all parties concerned with the grievance. Any adjustment ordered by the Board of Commissioners shall be retroactive to the date of the first submission of the grievance.

12.00.00 EMPLOYEES: DEFINITIONS

12.01.00 **Regular Full-Time Employee -** Any employee of the HA working a standard work week of not less than forty (40) hours, or a standard work week as outlined in the Fair Labor Standards Act.

A regular full-time employee will receive a probation period upon hire date as outlined in the HA's Personnel Polices and Procedures. The employee will receive an evaluation and be eligible for a merit increase as outlined in the HA's Personnel Policies and Procedures.

A regular full-time employee will be eligible to be enrolled with current HA medical insurance coverage, as outlined by the applicable Plan Document. A regular full-time employee will be eligible to be enrolled in the HA approved retirement program. A regular full-time employee will be eligible to participate in the HA's or state of Alabama's deferred compensation plans, cafeteria plans or other benefit plans as approved by the Board of Commissioners.

A regular full-time employee will accrue annual and sick leave as outlined in the HA's Personnel Policies and Procedures and be subject to all HA rules and regulations covering annual and sick leave.

The HA's Personnel Policies and Procedures affect the regular full-time employee where applicable.

12.02.00 **Regular Part-Time Employee -** Any employee of the HA working a standard work week of not more than thirty (30) hours.

A regular part-time employee will receive a probation period upon hire date as outlined in the HA's Personnel Polices and Procedures. The employee will receive an evaluation and be eligible for a merit increase as outlined in the HA's Personnel Policies and Procedures.

A regular part-time employee will be eligible to be enrolled with current HA medical insurance coverage, as outlined by the applicable Plan Document. A

regular part-time employee will be eligible to be enrolled in the HA approved retirement program. A regular part-time employee will be eligible to participate in the HA's or state of Alabama's deferred compensation plans, cafeteria plans or other benefit plans as approved by the Board of Commissioners.
A regular part-time employee will accrue annual and sick leave as outlined in the HA's Personnel Policies and Procedures and be subject to all HA rules and regulations covering annual and sick leave.

The HA's Personnel Policies and Procedures affect the regular part-time employee where applicable.

12.03.00 **Temporary Full-Time Employee -** Any employee enrolled on a provisional status, transitory status, working a standard work week of not less than forty (40) hours.

Temporary full-time employees are not in a bona fide position of a regular nature and are not subject to, or eligible to receive, a probation period, evaluation, merit increase, any type of medical coverage, life coverage, retirement, or other benefit plans as approved by the Board of Commissioners.

Temporary full-time employees are not eligible to accrue annual and sick leave.

Temporary full-time employees and their positions can be eliminated by (a) the return to work of the incumbent employee; (b) the termination or elimination of the job position or positions; or (c) the ending of a scheduled seasonal job activity.

The HA's Personnel Policies and Procedures affect the temporary full-time employee where applicable.

12.04.00 **Temporary Part-Time Employee -** Any employee enrolled on a provisional status, transitory status, working a standard work week of not more than thirty (30) hours.

Temporary part-time employees are not in a bona fide position of a regular nature and are not subject to, or eligible to receive, a probation period, evaluation, merit increase, any type of medical coverage, life coverage, retirement, or other benefit plans as approved by the Board of Commissioners.

Temporary part-time employees are not eligible to accrue annual and sick leave.

Temporary part-time employees and their positions can be eliminated by (a) the return to work of the incumbent employee; (b) the termination or elimination of the job position or positions; or (c) the ending of a scheduled seasonal job activity.

The HA's Personnel Policies and Procedures affect the temporary part-time employee where applicable.

13.00.00 COMPENSATORY TIME POLICY

13.01.00 **Compensatory Time -** The HA compensatory-time (Comp-time) policy is an agreement between each employee and the HA that specifies the terms and conditions under which comp-time may be earned and used by each employee. Comp-time is given for services rendered to the HA by an employee in lieu of overtime pay. This is advantageous to the employee because:

- $ comp-time may be used like annual leave
- $ comp-time may be earned for time in excess of eight (8) hours in a day but less than forty (40) hours in the work week.(overtime can only be earned after 40 hours in the work week has been reached)
- $ comp-time can be accumulated and used at the employees convenience (with supervisors approval)
- $ at separation of employment any unused comp-time will be paid

13.02.00 **Work Week -** The HA work week is a forty hour week that begins at 8:00 AM on Friday and ends at 5:00 PM on Thursday (normal work is not performed on Saturday and Sunday).

13.03.00 **Terms For Earning Comp-Time** - Should overtime work be required, the employee shall notify their immediate supervisor whether comp-time or overtime pay is desired. If comp-time is desired in lieu of overtime pay, the employee shall sign a statement as such. Comp-time will accrue hour for hour as worked.

Note: *All overtime, whether overtime pay or comp-time,* ***must be pre-approved.***

13.04.00 **Terms For Using Comp-Time -** Comp-time may be used in the same manner as annual leave. Comp-time leave must be scheduled and approved by your

immediate supervisor. Comp-time leave may be taken in conjunction with annual or sick leave.

13.05.00 **Accrual Limits of Comp-Time -** Employees may earn up to twenty (20) days of comp-time. Upon accruing twenty days of accumulated comp-time no additional time may be accrued until the employee uses some of the accumulated time and then the employee may only accrue additional comp-time equal to twenty (20) days.

13.06.00 **Treatment of Employees Not Agreeing to This Policy -** Any employee not agreeing to this policy shall only earn overtime in the following manner:

13.06.01 Only after written permission by his/her immediate supervisor or the Executive Director and,

13.06.02 Only after the employee works forty (40) hours in a week

Any time worked after eight (8) hours in any day but before forty (40) hours in the current work week will be taken off, at the rate of hour for hour, at the discretion of HA management before the employee has accumulated forty (40) hours in the current work week. If the employee is not given time off hour for hour before forty (40) hours in the current work week are accumulated then the employee will be paid overtime for any hours over forty (40) at the rate of time and one half.

14.00.00 EMPLOYEE LEAVE

The policy stated herein regarding regulations for absence from work are consistent with local public practice.

14.01.00 **Holidays -** Officially recognized holidays of the HA shall be observed with time off with pay for all full-time, part-time, and probationary employees. The HA will observe holidays that are consistent with local public practice, and a list of holidays will be posted in each office location annually. Employees on annual leave are considered working if a holiday falls in their vacation period and shall not be charged leave time for that day. To be entitled to holiday pay for an authorized paid holiday, an eligible employee must either be present at work or on approved leave with pay the work days scheduled immediately preceding and following a paid holiday. If an absence is unauthorized for either of these days, holiday pay will not be paid.

14.02.00 Holidays Observed:

- $ New Year's Day (January 1st)
- $ Martin Luther King Jr=s Birthday (January)
- $ Memorial Day (May)
- $ Independence Day (July 4th)
- $ Labor Day (September)
- $ Veterans Day (November)
- $ Thanksgiving Day and Day After (November)
- $ Christmas Eve and Christmas Day (December 24-25)

14.03.00 Annual Leave

Annual leave will be accrued from initial service date by all full-time regular employees as follows:

Date of hire but less than 5 years ..... 8 hours per month
5 years but less than 10 ..... 10 hours per month
10 years but less than 15 ..... 12 hours per month
15 or more..... 16 hours per month

The maximum annual leave that will be allowed to be accumulated and carried over at the end of a calendar year will be 24 days, or 192 hours.

Annual leave will be accrued from initial service date by all part-time regular employees at the rate of 25% of that of full-time regular employees as listed above.

14.04.00 Requests for Annual Leave - Annual leave requests shall be submitted to the Executive Director or his/her designee in advance. Scheduling conflicts with requested leave by employees will be resolved by the Executive Director or his or her designee, and the employees requesting leave. A leave schedule will be established at the earliest practical date. Short term requests on short notice will be individually handled.

Leave taken shall be recorded in the employee's file by a person other than the one taking the leave, and the leave authorization form shall be initialed by the person recording the leave in the official records of the HA.

Any employee who has accumulated unused annual leave within the scope of this policy at time of separation from employment shall be paid for said accumulated leave at separation.

14.05.00 Sick Leave

14.05.01 Definition - Sick leave is defined to mean the absence from duty of employees because of any of the following:

- $ Illness, injury, accident, or exposure to contagious disease that prevents the employee from performing regular duties.
- $ Maternity leave.
- $ For the purpose of medical check up, dental appointments, eye examinations or other routine preventive measures.
- $ Illness of a member of the employee's household that requires the employee's personal care and attention.

14.05.02 Verification - All employees utilizing sick leave will be required, upon returning to work, to sign a sick leave form.

14.05.03 Accrual - Sick leave will accrue at the rate of 8 hours per month for all full-time regular employees. Sick leave will accrue at the rate of 25% of that of full-time regular employees by all part-time regular employees.

14.05.04 Maximum Accumulation - The maximum amount of accumulated sick leave that a regular full-time or part-time employee may accrue is unlimited.

14.05.05 Balance at Retirement - All unused accumulated sick leave will be forfeited upon separation from employment.

14.05.06 **Doctor's Statement -** A doctor's statement is required for an absence of more than three days when sick leave is utilized. Medical evidence of sickness may also be required at any time there is evidence of a pattern of possible sick leave abuse, such as if an employee is absent frequently the day before or the day after annual leave, holiday, payday, or weekend.

14.05.07 **Notification by Employee -** Each employee who is unable to report to work when scheduled, and has intentions of using sick leave benefits, is to contact his or her immediate supervisor as early as possible to report the illness or condition for which sick leave is to be taken. An expected time and/or date of expected return to work is also to be reported.

14.05.08 **Abuse of Sick Leave -** Any willful or flagrant abuse of sick leave benefits can and will result in disciplinary actions as outlined in Section 10 of this policy.

14.06.00 **Maternity Leave -** Maternity leave must be authorized by the Executive Director and may be granted for a maximum period of three months before and three months after childbirth. Accrued sick and annual leave may be used for maternity leave at the instruction of the employee. Employees wishing to take maternity leave should notify their immediate supervisor as soon as possible. Then, a written request for maternity leave should be addressed to the Executive Director or his/her designee.

During Maternity leave all group insurance, LTD retirement plans under which an employee is otherwise covered, shall continue in force, provided the employee continues to contribute the employee portion (if any) of the cost, and contributes the total amount when accrued leave expires. Maternity leave does not constitute a break in service, however, no sick nor annual leave may be accumulated during this time if all other sick and annual leave has been taken.

14.07.00 **Funeral Leave -** In the event of the death of an immediate family member or spouse (mother, father, current spouse, child, sister, brother, grandparent of the employee or employee's spouse) a three-day leave period with pay will be granted to the employee. All funeral leave must be taken within seven days of the death of the family member.

14.08.00 **Court Leave -** An employee who has been legally served with a summons for

jury duty, or summons as a witness in any legal action not of his/her own initiation may make oral or written request for leave with pay to the Executive Director or his/her designee. The Executive Director or his/her designee will consider the request, and make a decision on a case by case basis. The employee is required to return to work when not actively serving as a juror, and shall ask to be "on call" in the case of a summons for being a witness.

14.09.00 **Military Leave -** An employee who involuntarily leaves his or her position to enter military service in time of war or any period of national emergency as declared by the President in connection with national defense or by reason of being drafted, shall be carried on the rolls in a military leave status.

Upon honorable discharge from military service, the employee shall be entitled to be restored to the same position or to a position equally acceptable to the employee for which the employee is qualified, provided application for re-employment is made within ninety (90) days after discharge or before the expiration of any statutory right to re-employment, if later.

Military leave of absence with pay for a maximum of twenty-one (21) days per calendar year, in accordance with existing State of Alabama law, will be granted to regular full-time employees who are reservists of the Armed Forces or members of the National Guard engaged in active duty, training, or military aid to enforce the law.

14.10.00 **Emergency Leave -** The Executive Director may grant emergency leave with pay or without pay, at his discretion, for an employee if he must be absent for reasons beyond his control, including but not limited to attend funerals, sicknesses not covered by this Section and other emergencies which might arise.

14.11.00 **Educational Leave -** The Executive Director may grant leave with pay, or without pay, at his discretion, for an employee to further his education when it is in the best interest of the HA.

14.12.00 **Administrative Leave -** The Executive Director may grant leave with pay to any employee for reasons of administrative benefit or convenience, or when other good cause exists.

14.13.00 **Leave Without Pay -** Leave without pay of up to the greater of an employee's

length of service or 12 months may be granted by the Executive Director when all applicable leave has been depleted for any acceptable reason, including educational purposes, provided the following conditions are met, and policies apply:

- Written request is made stating the reason for the leave without pay, and prior approval is granted.
- If leave is requested for medical reasons, evidence will be required for the medical need and the ability of the employee to return to work after the absence.
- No other benefits contained in this policy, unless on approved family medical leave or maternity leave will apply to any employee on leave without pay status except health insurance, LTD, life insurance, and, only then if the employee makes payment for the entire cost of coverage and contributions.
- All leave without pay status in excess of 30 consecutive days will constitute a break in service, other than for maternity leave or family medical leave as provided by law.

14.14.00 **Absence Without Authorization -** Absence without authorization or approval may be considered sufficient cause for disciplinary action. Unreported absences in excess of two (2) days may be considered as a resignation, or cause for dismissal of the employee at the discretion of the Executive Director.

If an employee is absent without authorization, disciplinary action shall be taken as noted.

14.14.01 **Tardiness and Partial Absences -** All employees are expected to report to work at their assigned stations on time during scheduled working hours. The reporting of tardiness shall apply to any tardiness including lunch hours and work breaks. Annual leave will be taken for any tardiness of more than five (5) minutes.

All employees are expected to contact their supervisor within thirty (30) minutes of the commencement of regular working hours, if, for any reason, they will be unable to report to work as scheduled. Such situations will be subject to regular sick leave as the situation and case in hand may be subject to excused leave.

14.15.00 **Family and Medical Leave -** The Executive Director will grant Family and Medical Lease as outlined in the Family and Medical Leave Act Policy in Section 15.

15.00.00 Family and Medical Leave Act Policy

Employees may be covered by the Family and Medical Leave Act of 1993, and therefore entitled to certain benefits under that Act.

The HA, in accordance with the Family and Medical Leave Act of 1993, will provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons.

15.01.00 **Eligible Employees -** Employees of the HA as found below:

- Employees that have worked at least one year for the HA.
- Employees that have worked a minimum of 1,250 hours during the previous twelve month period.
- Be employed at a worksite where that employer (included the number of local government and HA employees) employs at least 50 employees within a 75-mile radius.

15.02.00 **Leave Entitlement of Employee -** Up to twelve (12) weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

15.02.01 For the birth or placement of a child for adoption or foster care. This leave must conclude within twelve (12) months of the birth or placement. Also, spouses employed by the HA are jointly entitled to a **combined** total of 12 workweeks for this category of FMLA leave.

15.02.02 To care for spouse, child, or parent (not parent in-law) with a serious health condition.

"Serious health condition," means an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care, i.e., an overnight stay in a hospital, hospice, or residential medical-care facility.

$ Any period of incapacity requiring absence of more than **three** calendar days from work that also involves continuing treatment by (or under the supervision of) a health care provider.

"Health Care Provider," means: Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or,

Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or,

Nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law.

15.02.03 Take medical leave when the employee is unable to work because of a serious health condition (as defined above).

15.02.04 FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill spouse, child, or parent (not parent in-law), or because the employee is seriously ill and unable to work a 40-hour week. The attached Form WH-380 must be completed to document the seriously ill condition. See attached Exhibit 5.

Note: *For leave that does not involve the sickness of the employee, all accrued annual leave must be taken by the employee before the employee can qualify for FMLA leave. If an employee is sick all accrued sick leave must be taken by the employee before the employee can qualify for FMLA leave.*

15.03.00 **Maintenance of Health Benefits -** Group Health Benefits provided by the HA will be maintained for the employee on approved FMLA leave when such insurance was provided before the FMLA leave was taken. Employees will be required to pay their share of the health insurance premiums while on FMLA leave. The employee's portion of the health insurance premiums should be paid by the employee on the first (1st) working day of each month.

If the employee fails to return to work following the FMLA leave period the employee may be required to reimburse the HA for the amount of the premiums

paid by employer during the period of unpaid FMLA leave. If the employee is required to reimburse the HA for the premiums paid, the HA reserves the right to offset the amount from any future payments due the employee. The HA also reserves the right to take any legal actions necessary to recover the amount due the HA.

Note: *There are two situations when an employee is not required to reimburse the HA if he or she does not return to work. They are as follows:*

15.03.01 The continuation, recurrence, or onset of a serious health condition that entitled the employee to FMLA leave (either affecting the employee or an immediate family member), or

15.03.02 "Other Circumstances beyond the control of the employee."

Note: *To document the physical condition of the employee, the HA may require a second or third medical opinion at the expense of the HA. Also, the employee will be required to provide information that documents, "Other Circumstances beyond the control of the employee".*

15.04.00 **Job Restoration -** Upon return from FMLA leave, an employee is entitled to the following:

- $ The employee is restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.
- $ The benefits the employee received prior to the FMLA leave will resume when the employee returns to full-time work.

15.05.00 **Notice and Certification -** Employees seeking to use FMLA leave will provide the following:

- $ When the need is foreseeable, provide a thirty (30) day advance written notice of the need to take FMLA leave.
- $ Medical certification supporting the need for FMLA leave due to serious health condition affecting the employee or an immediate family member is required. The enclosed U. S. Department of Labor Form WH-380, "Certification of Physician or Practitioner," must be completed by the Physician or Practitioner" and employee to document the FMLA leave request.
- $ The HA may require a second or third medical opinion and periodic recertification at the expense of the HA.
- $ The employee on FMLA leave must provide monthly written status reports regarding the employee's status and intent to return to work.
- $ When FMLA leave is needed to care for an immediate family member

or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

15.06.00 **Approval/Disapproval of FMLA Leave -** The Executive Director will be responsible for the approval and/or disapproval of FMLA leave request.

15.07.00 **Posting Requirements -** The attached U. S. Department of Labor form, WH Publication 1420, dated June 1993, will be posted in each HA office and all employees will be notified of the posting and that the HA has a FMLA Policy. A copy of the FMLA policy will be provided to any employee who requests a copy. Also, the immediate supervisor will provide specific information and answer employee questions related to the HA's FMLA policy.

Also, the regulation governing the Family and Medical Leave Act of 1993 is contained in Title 29 Code of Federal Regulations, Part 825.

16.00.00 SEPARATIONS

16.01.00 **Types of Separation -** All separation of employees shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, disability, death, retirement, lay-off and dismissal.

16.01.01 **Resignation -** An employee may resign by submitting the reasons therefore (in writing) and the effective date to his supervisor as far in advance as possible, but a minimum of two (2) weeks notice is desired. Failure to comply with this requirement may be cause for denying future employment with the HA.

16.01.02 **Lay-Off -** The Supervisor upon approval of the Executive Director may lay off an employee when he/she deems it necessary by reasons of shortage of funds or work, or other material changes in duties or organization, or for related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee. No regular employee shall be laid off which another person in a classified position is employed on a provisional or seasonal basis in the same classification. The lay-off of employees within the same department and job classification shall be made in an inverse order on the basis of length of service with the HA and performance evaluations.

16.01.03 **Disability -** An employee may be separated for disability when he/she cannot perform the required duties because of a physical or mental impairment. Actions may be initiated by the employee or the HA but in all cases it must be supported by medical evidence acceptable to the Executive Director or his/her designee and must be in compliance with the Americans Disabilities Act.

16.01.04 **Death -** Separation shall be effective as of the date of death. All compensations due in accordance with this policy shall be paid to the estate of the employee or the surviving spouse as may be required by law.

16.01.05 **Retirement -** Whenever an employee meets the conditions set forth in the Regulations of the Employee's Retirement System of Alabama, he/she may elect to retire and shall receive compensations due in accordance with this policy.

16.01.06 **Dismissals -** With the prior approval of the Executive Director, in accordance with this policy, supervisors may dismiss a regular employee as defined by this policy.

Dismissals of employees shall be effective only after the person to be discharged has been presented with the reasons for such discharge, specifically stated, and has been allowed a reasonable time to reply thereto in writing. Appeals of dismissal by employees shall be allowed as provided in this policy..

16.02.00 **Authority Equipment -** At the time of separation and prior to the time of final payment, all records, assets and all items of the HA property in the employee's custody shall be transferred to the supervisor and certification to this effect shall be executed by the employee. Any amount due because of a shortage in the above shall be withheld from the employee's final compensation.

16.03.00 **Rights of Employees at Separation -** Regular employees who separate shall receive payment for all earned salary, all earned leave, subject to deductions and any indebtedness pursuant to this policy.

16.04.00 **Compensation at Termination -** No termination leave or severance payments

shall be made except for an authorized unused annual leave balance at the time of separation or retirement as outlined in this policy.

17.00.00 JOB DESCRIPTIONS

17.01.00 **General -** Class specifications are intended to provide information regarding the kind and responsibility of work performed which will provide a guide in determining pay levels and in evaluating an applicant's eligibility for employment. These class specifications are intended to be descriptive and explanatory, defining the duties and responsibilities of each class rather than prescribing the restrictions with regard to such duties. Each specification includes a basic function, major duties, necessary relationships, and minimum qualifications. The different sections of the class specifications should be interpreted as follows:

17.02.00 **Basic Function -** This section is intended to set forth the type of work and the responsibilities which characterize the class. A consideration of such factors as variety and difficulty of the work, work hazards, supervision received and exercised, and other distinguishing features may be included.

17.03.00 **Major Duties -** This section lists typical tasks which are common to positions of the class. These examples show further the range of duties performed by employees in the class. They are not intended, however, to define or limit the duties that may be assigned to employees. Any single position of a class will not usually involve all of the duties listed, and some positions may involve duties which are not listed. This section of the specification primarily serves to provide a more specific picture of the types of duties assigned to positions of the class.

17.04.00 **Relationships -** This section is not applicable to all positions. If applicable, it refers to those internal and external relationships needed to perform in a satisfactory manner. This section also lists supervision received and exercised.

17.05.00 **Minimum Qualifications -** This section presents a general statement of the type and amount of training and experience which might be expected to afford adequate preparation for the duties of the class. Any combination of training and experience equivalent to that specified is to be considered satisfactory.

18.00.00 NO SMOKING POLICY

It is the policy of this HA that the use of tobacco and tobacco related products are strictly prohibited inside any HA building or vehicle. This includes the administrative facilities, apartments, community centers and all HA vehicles. This is in accordance with the City of Eufaula Ordinance 1990-25.

Capitalization Policy

If the initial cost of a piece of equipment, and/or other personal property is $500.00 or more and the estimated life or useful value of the equipment or property is more than one year, the same shall be capitalized and recorded as non-expendable equipment and chargeable as a capital expenditure.

If the initial cost of a piece of equipment and/or other personal property is less than $500.00, or if its estimated useful life is less than one year regardless of cost, the same shall be treated and recorded as expendable equipment and chargeable to maintenance expense.

Property Betterments and Additions costing $500.00 or less shall ordinarily not be capitalized, but shall be charged to routine maintenance expense.

The Executive Director is authorized to make a determination on a cash basis for application of the capitalization criteria with respect to the acquisition of non-expendable personal property, in these instances where the dollar value and/or anticipated useful life is less than reflected in paragraphs 1 or 2 above, but where capitalization of the specific equipment purchased would afford, within reasonable limits, more desirable administrative control over the equipment.

July 1999

Rent Collection Policy

Effective 2/13/87

1. **Rent is due 30 days in advance on the first day of the month.**
2. **Grace period expires at midnight on the 10th day of the month.**
3. **(A) Rent is delinquent on the 11th day of each month and a late payment of Ten dollars ($10.00) will be added to the Tenant's account as a part of the charge owed. (Only exceptions are outlined in 3-B below.)**
   (B) An extension to pay rent and other charges past the 10th of the month may be granted for hardship cases such as illness, unemployment, etc. providing the request is made prior to the 10th of the month to the Executive Director and/or Occupancy Specialist giving a specific date to pay all rent and other charges. If payment is made per agreement, the late payment charge of $10.00 will not be added to the tenants account as stated in 3-A above. However, if the tenant fails to pay rent and other charges per extension agreement date, the following day a $10.00 late fee will be added to Tenant's account and the Authority shall automatically begin eviction process as outlined below in Paragraphs 4, 5, 6 & 7.
4. **Notice of Termination (Evection Notice) of Lease Shall be mailed or hand delivered to the tenant signing the contract on the next working day following the delinquent date. This notice is legal termination of the lease and the occupant is required to remove himself or herself, family and all personal items on the effective date given in the notice.**
5. **If the premises are not vacated, the Housing Authority shall instruct its attorney to cause to be served upon the tenant and/or person whose name appears on the contract a suit for eviction.**
6. **Upon being served, the tenant and/or person who is served had the right to answer the summons and complaint of the eviction in District Court as required by law.**
7. **According to the laws of Alabama, if the tenant does not answer the District Court Summons and Complaint then a default judgement shall be taken against said tenant and the premises ordered to be delivered over to the Housing Authority by the Sheriff. If the tenant request a hearing and files an appropriate answer, the Court shall have such hearing on the date present by the District Court Judge. At this hearing, the Court will hear the evidence and of the Court finds in favor of the Housing Authority, will issue an order to the Sheriff to evict all tenants from the premises on the third day from the date of Court.**

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Education Policy

Housing Authority of the City of Eufaula

The Eufaula Housing Authority desires to encourage and assist employees in maintaining or improving their skills, performance, or knowledge in present positions or to lead to qualifications for future positions within the Authority for which he/she might be reasonably expected to qualify. The following set forth the limitations regarding employee education.

Eligibility

To qualify, an applicant must be a regular full-time employee. The course or courses desired must be directly applicable to current job requirements or, in the opinion of the Executive Director, relevant to future requirements or job status.

Approval may be denied by the Executive Director depending on how many other employees are enrolled in school. If enrollment places an undue hardship on the Housing Authority, approval will not be granted.

Tuition Reimbursement

The Eufaula Housing Authority will reimburse the full amount of tuition costs for eligible employees when, at the end of the course term, a grade of AA@ is received. The Eufaula Housing Authority will reimburse 90% of tuition costs when, at the end of the course term, a grade of AB@ is received, and 80% of tuition costs when, at the end of the course term, a grade of AC@ is received. A grade below AC@ will not be reimbursed by the Housing Authority.

Reimbursement will not be made to terminated employees. In addition, reimbursement will not be made for a course covered by a G.I. Bill, scholarship or other financial assistance.

Approved Institutions

Employees may enroll in approved courses at Sparks State Technical College. Courses offered by other educational institutions will be considered on a case by case basis.

Course Criteria

In order to be approved, courses must be scheduled outside normal working hours unless approved by the Executive Director.

Degrees are not required for course approval. Approval is contingent on the course being functionally related to Authority employment in the opinion of the Executive Director.

A maximum of two (2) courses are eligible for consideration per term.

Reimbursement Procedure

All tuition reimbursement requests must be completed in writing and approved by the Executive Director prior to class work beginning. Requests submitted after courses begin will not be approved.

Upon completion of the approved courses, the following documentation is required:

$ Grade report. Evidence from the approved institution certifying the grade for the course.
$ Proof of payment. Acceptable proof shall be a copy of the receipt of the tuition. This documentation must be submitted within thirty (30) days following completion of the course or reimbursement will not be approved.

Commitment To The Eufaula Housing Authority

Employees who have received reimbursement for tuition must commit to work with the Eufaula Housing Authority for twenty four (24) months after the date of reimbursement. Should a reimbursed employee voluntarily leave employment prior to twenty four months, full restitution shall be made for all funds expended relating to tuition reimbursement. This shall not apply to any employee who is forced to leave employment due to health reasons which are verified in writing by a licensed physician or due to reductions in force or other unforeseen events.

Dismissal

This policy is not an employment contract. An employee may be terminated during his/her "enrollment in school" or "commitment to the Authority period." If such termination takes place, said employee shall not be eligible for reimbursement.

General Education Development Certificate (GED)

The Eufaula Housing Authority will reimburse each employee the full cost of registration for the GED Certificate exam provided a passing grade is received. The employee is required to submit a copy of the official results showing a passing grade on the exam to the Authority within thirty (30) days of completion. There is no commitment to the Authority for this reimbursement.

PROCUREMENT POLICY

Established for The Eufaula Housing Authority of the city of Eufaula, Alabama by Board Action on October the 12, 1993. This statement of Procurement Policy complies with HUD's Annual Contributions Contract (ACC), HUD Handbook 7460.8, "Procurement Handbook for Public Housing Agencies," and the procurement standards of 24 CFR 85.36.

I. General Provisions

A. **Purpose:** The purpose of this statement of Procurement Policy is to provide a Procurement system of quality and integrity; and assure that PHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and state and local laws.

B. **Application:** This statement of Procurement Policy (Statement) applies to all contracts for the procurement of supplies, services, and construction entered into by PHA after the effective date of this Statement. It shall apply to every expenditure of funds by the PHA for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this statement shall prevent the PHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law. The term "procurement," as used in that statement, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease or rental supplies and equipment.

C. **Executive Director's Responsibilities:** The Executive Director or his/her designee shall ensure that:

1. Procurement requirements are subject to a planning process to assure efficient and economical purchasing.
2. Contracts and modifications are in writing, clearly specifying the desired supplies, services, or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of the procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price; and that contracts and modifications are awarded only by PHA employees designated in writing as Contracting Officers;
3. For procurements other than small purchases, public notice is given of each upcoming procurement, an adequate time period is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;

4. Solicitations procedures are conducted in full compliance with Federal standards stated in 24 CFR 85.36, or state and local laws that are more stringent, provided they are consistent with 24 CFR 85.36;
5. An independent cost estimate is prepared before solicitation issuance and is appropriately safe-guarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
6. Contract award is made to the responsive and responsible bidder offering the lowest price for sealed bid contracts or contract award is made to the offerer whose proposal offers the greatest value to the PHA, considering price, technical, an other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within ten days (or other time period required by state or local law) after contract award;
7. Work is inspected before payment, and payment is made promptly for contract work preformed and accepted; and
8. The PHA complies with applicable HUD review requirements and any local procedures supplementing this statement.

D. **Contractor Responsibility** Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. The PHA shall review the each proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of he list of Parties excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administrations), compliance with public policy, record of past performance (including contracting previous clients of the contractor, such as other PHA's), and financial and technical resources. Contracts shall not be awarded to debarred, suspended, or ineligible contractors.

E. **Qualified Bidder's Lists:** Interested businesses shall be given an opportunity to be included on qualified bidders lists. Any pre-qualified lists of persons, firms, or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

F. **Competitive Specifications:** The PHA shall seek full and open competition in all of its procurement transactions. All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the PHA's needs Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking

out procurements to obtain a more economical purchase (but see VIII below). For equipment
purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

G. **Limitations On Competition** The following specifications limitations shall be avoided; geographic restrictions not mandated or encouraged by applicable Federal law(except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless a written determination is made that only the identified item will satisfy the PHA's need); brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any state licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the PHA's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

H. **Cooperative Purchasing** The PHA may enter into State and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. PHAs are encouraged to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

II. Procurement Methods

A. Small Purchase Procedures

1. **General** Any contract not exceeding $25,000 may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section III of this Statement).

2. **Petty Cash Purchases** Small purchases under $500.00 which can be satisfied by local sources may be processed through the use of a petty cash account. The Contracting Officer shall ensure that: the account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g. one week); security is maintained and only authorized individuals have access to the

account; the account is periodically reconciled and replenished by submission of a voucher to the PHA finance officer; and, the account is

3. periodically audited by the finance officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total accumulated vouchers.

4. **Small Purchases of 1,000 or less** For small purchases below 1,000 (or the dollar limit established in 4 below) , only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order.

5. **Small Purchases Over $1000** For small purchases in excess of $1000 (or a higher amount up to 10% of the dollar limit stated in 1 above), but not exceeding $25,000 (or a lower dollar limit stated in 1 above) no less than three offerors shall be solicited to submit price quotations, which may be obtained orally, by telephone, or in writing, as allowed by state or local laws. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and the amount of each quotation shall be recorded and maintained as a public record (unless otherwise provided in state or local law).

B. Sealed Bidding

1. **Conditions for use.** Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For modernization projects, sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional services contracts, sealed bids should not be used.

2. **Solicitation and Receipt of Bids.** An invitation for bids shall be issued including specifications and all contractual terms and conditions applicable to the procurement, including a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the

invitation for bids. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at anytime prior to bid opening.

3. **Bid Opening and Award.** Bids shall be opened publicly, and abstract of all bids shall be recorded, and the bids shall be available for public inspection. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless otherwise provided in state or local law and stated in the invitations for bids. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.

4. **Mistakes in Bids.**

a. Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for the bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake is of a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.

b. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the PHA or fair competition shall be permitted.

5. **Bonds.** In addition to the other requirements of this statement, the following requirements apply:

a. For construction contracts exceeding $1,000,000, other than those specified in 5c below, contractors shall be required to submit the following, unless otherwise required by state or local laws or regulations:

(1) a bid guarantee from each bidder equivalent to 5% of the bid price; and,

(2) a performance bond for 100% of the contract price; and

(3) a payment bond for 100% of the contract price.

b. In the case of construction of conventional development projects funded pursuant to the U.S. Housing Act of 1937, the contractor

shall be required to submit the following, unless otherwise required by state or local laws or regulations:

(1) a bid guarantee from each bidder equivalent to 5% of the bid price; and,

(2) one of the following:

(ii) a performance and payment bond for 100% of the contract price; or

(ii) a 20% cash escrow; or

(iii) a 25% irrevocable letter of credit.

c. In case of a construction under the construction under the Comprehensive Improvement and Assistance Program (CIAP) funded pursuant to the U.S. Housing Act of 1937, for any contract over $25,000, the contractor shall be required to submit the following, unless otherwise required by state or local laws or regulations:

(1) a bid guarantee from each bidder equivalent to 5% of the price; and

(2) one of the following:

(i) a performance and payment bond for 100% of the contract price; or

(ii) separate performance and payment bonds, each for 50% or more of the contract price; or

(iii) a 20% cash escrow, or

(iv) a 25% irrevocable letter of credit.

C. Competitive Proposals

1. Conditions for Use. Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where the PHA determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited (normally, at least 3).

2. Solicitation. The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and subfactors, including the weight given to each technical factor and subfactor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors and the contents of their proposals.

3. **Negotiations.** Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other

4. offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

5. **Award.** After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the PHA.

5. **Architect/Engineer Services.** Architect/Engineer services in the excess of the small purchase limitation (or less if required by state or local law) may be obtained by either the competitive proposals method or qualifications-based selection procedures, unless state law mandates the specific method. Sealed bidding, however, shall not be used to obtain architect/engineer services. Under qualifications-based selected procedures, competitors qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even through architect-engineer firms are potential sources.

D. Noncompetitive Proposals

1. **Conditions For Use.** Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

   a. The item is available only from a single source, based on a good faith; review of available sources;
   b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious

injury to the PHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;

c. HUD authorizes the use of noncompetitive proposals; or

d. After solicitation of a number of sources, competition is determined inadequate.

2. Justification. Each procurement based on a noncompetitive proposals shall be supported by a written justification for using such procedures.

3. Price Reasonableness. The reasonableness of the price for all procurements based on a noncompetitive proposal shall be determined by performing a cost analysis, as described in paragraph IIE below.

E. Cost And Price Analysis.

General. Some form of cost or price analysis shall be preformed for all procurement actions, including contract modifications, using the procedures described in HUD Handbook 2210.18. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.

1. Submission of Cost or Pricing Information. If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the PHA (e.g. when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit.

a. a cost breakdown showing projected costs and profit;

b. commercial pricing and sales information, sufficient to enable the PHA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in quantities to the general public; or

c. documentation showing that the offered price is set by law or regulation.

2. Cost Analysis. Cost analysis shall be performed if an offeror/contractor is required is required to submit a cost breakdown as a part of its proposal. When a cost breakdown is submitted; a cost analysis shall be performed of the individual cost elements; the PHA shall have a right to audit the contractor's books and records pertinent to such costs; and profit shall be analyzed separately. Costs shall be allowed only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, subpart 31.2 of the Federal Acquisition

Regulation, 48 CFR Chapter 1). In establishing profit, the PHA shall consider factors such as the complexity and risk of the work involved, the contractors investment and productivity, the amount of subcontracting, the quality of past performance and industry profit rates in the area for similar work.

3. **Price Analysis.** For competitive procurements in which cost or pricing information is not required of contractors, the HA shall perform a comparison of prices received in relation to the independent cost estimate, to ensure that the price being paid is reasonable.

F. **Cancellation of Solicitation.** An invitation for bids , request for proposals, or other solicitation may be cancelled before offers are due if; the PHA no longer requires the supplies, services or construction; the PHA can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would of

G. such magnitude that a new solicitation would be desirable; or similar reasons. The reason for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

III. Types of Contracts, Clauses and Contract Administration

A. **Contract Types.** Any type of contract which is appropriate to the procurement and which will promote the best interests of the PHA may be used, provided that the cost-plus-a –percentage-of-cost and percentage of construction costs methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless: it is likely to be less costly or it is impractiable to satisfy the PHA's needs otherwise; the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, see HUD Handbook 2210.18); and the contractor is paid only allowable costs. A time and material contracts may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

B. **Options.** Options for additional quantities or performance periods may be included in contracts, provided that: (i) the option is contained in solicitation; (ii) the option is a unilateral right of the PHA; (iii) the contract states a limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as a part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the options may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the PHA than conducting a new procurement.

C. Contract Clauses. In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal Statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36 (i), such as the following:

1. Termination for convenience
2. Termination for default
3. Equal Employment Opportunity
4. Anti-Kickback Act
5. Davis-Bacon Act
6. Contract Work Hours and Safety Standards Act
7. Reporting requirements
8. Patent rights
9. Rights in data
10. Examination of records by Comptroller General, and retention of records for three years after closeout
11. Clean air and water
12. Energy efficient standards
13. Bid protests and contract claims
14. Value engineering, and
15. Payment of funds to influence certain Federal transactions

D. Contract Administration. A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. The system shall include procedures for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

IV. Appeals And Remedies

A. General. It is the PHA's policy to resolve all contractual issues informally at the PHA level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the PHA level. When appropriate, the PHA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protest in cases of violations of Federal law or regulations and failure of the PHA to review a complaint or protest.

B. Bid Protests. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violation of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protests against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protest shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision

on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

C. **Contract Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to (a higher level in the PHA, such as the Executive Director or a designated Board member, or a Procurement Appeals Board).

V. Assistance To Small And Other Business

A. **Required Efforts.** Consistence with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the PHA shall make efforts to ensure that small and minority –owned businesses, women's business enterprises, and individuals or firms located in or owned in substantial part by persons residing in the

B. area of a PHA project are used when possible. Such efforts shall include, but shall not be limited to:

1. Including such firms, when qualified, on solicitation mailing lists;

2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

4. Establishing delivery schedules, where the requirements permits, which encourage participation by such firms;

5. Using the services and assistance of the Small business Administration, and the Minority Business Development Agency of the Department of Commerce;

6. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135;

7. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in 1 through 6 above.

C. **Definitions**

1. A small business is defined as a business which is independently owned; not dominant in its field of operation; and not a affiliate or subsidiary of business dominant in its field of operation. The size standards in 13 CFR 121 shall be inappropriate.

2. A minority –owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group

members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hisidic Jewish Americans.

3. A women's business enterprises is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

4. A business concern located in the area of the project, is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

VI. Ethics in Public Contracting

A. **General.** The PHA shall adhere to the following code of conduct and shall establish a system of sanctions for violations, consistent with applicable state or local law.

B. **Conflict of Interest.** No employee, officer or agent of this PHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;

2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);

3. His/her partner; or

4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

C. **Gratuities, Kickbacks, and Use of Confidential Information.** PHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

D. **Prohibition Against Contingent Fees.** Contractors shall not retain a person to solicit or secure a PHA contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

HOUSING AUTHORITY OF THE CITY OF EUFAULA, ALABAMA

Drug - Free Workplace Policy

Adopted March 9, 1999

HOUSING AUTHORITY OF THE CITY
OF EUFAULA, ALABAMA

Drug - Free Workplace Policy

A. **Overview -** In accordance with federal law and concern for the employee=s safety and welfare, the Housing Authority of the City of Eufaula, Alabama, hereinafter referred to as HA, seeks to have a drug-free workplace. In accordance with the Drug Free Workplace Act of 1998 and to promote drug-free awareness among employees, the HA, through posting of notices and discussions with employees, has informed employees that:

1. Drug abuse in the workplace creates a dangerous environment for the employee engaged in drug abuse, endangers the health, safety, and welfare of all employees and other persons in the workplace.

2. It is the policy of the HA to maintain a drug-free workplace. The illegal manufacture, distribution, possession, or use of drugs, or acting under the influence of drugs, in this workplace is strictly prohibited.

3. Information will be available on a confidential basis from the Executive Director on public and private drug counseling, rehabilitation, and employee assistance programs, upon the request of any employee.

4. Penalties may be imposed upon the employee for drug abuse violations, up to and including termination of employment.

5. Each employee is required to sign a copy of the following statement and this copy becomes a part of the employee=s permanent file.

B. **Employee Drug Statement -** This statement is provided pursuant to the Drug-Free Workplace Act of 1998. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the premises of the HA. Appropriate disciplinary actions, which may include termination, will be taken for violations of this prohibition.

A condition of employment for work under grants received by the HA from any federal agency, is that each employee directly engaged in the performance of work funded by such grants will:

1. Abide by the terms of this statement, and Notify the HA of his or her criminal drug statute conviction for any violation occurring in the workplace of the HA no later than five (5) days after such conviction.
2.

C. **Definitions**

1. AControlled Substance@ for the purpose of this statement means any substance defined or classified as a controlled substance according to law as listed in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. Section 812), and as further defined by Federal Regulations (21 CFR Sections 1300.11 through15). Controlled substances include, but are not limited to marijuana, heroin, PCP, cocaine, or amphetamines whose sale, purchase, transfer, use or possession are prohibited or restricted by law.

2. AAlcohol@ means distilled or fermented beverage containing ethyl alcohol, including, but not limited tobeer, wine, and liquor.

3. AIllegal/Unauthorized Drug@ means (1) any drug which is legally obtainable but has not been legally obtained or (2) prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

4. APossession@ means actual or constructive care, custody, control or immediate access.

5. ALegal Drug@ means prescribed drugs and over the counter drugs which have been legally obtained and are being used for the purpose for which they have been prescribed by an employee=s treating physician.

6. AConviction@ means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violation of the Federal or State (including the District of Columbia) criminal drug statutes.

7. ACriminal Drug Statute@ means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

D. **Disciplinary Action -** Employees found to be abusing drugs or alcohol, or convicted of any criminal drug statute violation, will be subject to appropriate disciplinary action, up to and including termination, even for a first time offense, or be required to enter into a written agreement with the HA to participate satisfactorily in a prescribed drug or alcohol abuse assistance or rehabilitation program approved by the HA=s Executive Director for such purposes. The HA is not required to pay for this rehabilitation or reimburse the employee for expenses incurred. Failure of an employee to voluntarily participate in a drug or alcohol abuse assistance or rehabilitation program, or to satisfactorily attend the program as set forth in the written agreement between the employee and the HA, shall result in automatic termination of the

employee.

This notice supplements and does not replace personnel rules applicable to all employees of the HA.

E. **Drug/Alcohol Testing Policy**

1. HA employees shall not take any narcotics or dangerous substance unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at work or outside the work place, will not be tolerated.

2. All property belonging to the HA is subject to inspection at any time without notice, as there is no expectation of privacy. **(Note: This is a standing rule in all manners).**

   a. Property includes, but is not limited to HA owned vehicles, desks, containers, files, and storage lockers.

   b. Employees assigned lockers (that are locked by the employee) are also subject to inspection by the employee=s supervisor after reasonable advanced notice (unless waived by the Executive Director) and in the presence of the employee.

3. HA employees who have a probable cause to believe that another employee(s) is illegally using drugs or selling drugs or narcotics, shall report the facts and circumstances immediately to their supervisor.

4. Failure to comply with the intent or provisions of this policy may be used as grounds for disciplinary action. Refusal by an employee to take the required drug/alcohol test or follow this policy will result in immediate relief from duties pending disciplinary action up to and including termination.

5. Employees who are under the influence, use, distribute, sell or possess illegal drugs, alcohol, or controlled substances while on HA time or on HA property, will be subject to immediate termination.

6. Employees who use, distribute, sell or possess illegal drugs or controlled substances on their own time off HA property will be subject to termination, if such activity has or may have an adverse impact or effect on the HA, its employees, residents, or public. Examples of such adverse impact include, but are not limited to, impaired work performance, endangered safety of employees, residents, or the public, improper use of

HA property, equipment, or vehicles, and/or the undermining of government and/or public confidence in the HA.

E **Types of Testing**

1. **Pre-Employment -** Applicants will be informed that a drug test is required by the HA. Results of the test will be only one component in the overall applicant evaluation process.

   a. Refusal to take the test or a positive test shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.

   b. Applicants found to have been, or who are currently involved in the illegal sale, manufacture, or distribution of any narcotic/drug will be permanently rejected.

   c. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.

   d. After one year from the date of above drug test, an applicant may reapply for an open position if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.

   e. The results of the drug tests on applicants shall be kept confidential.

2. **Reasonable Suspicion -** Employees may be subjected to drug/alcohol testing if a supervisor, collaborated by a second supervisor, has a reasonable suspicion that the employee may be involved in illegal use of a controlled substance, use of alcohol, or abuse of legal drugs. The employee shall be immediately escorted to the collection site for testing by the employee=s supervisor or designee in a manner consistent with safety. Written documentation will be prepared by both supervisors within 24 hours.

3. **Random -** All employees will be subject to testing on a random basis without advance notice to them. The employees will be selected by the testing facility by an appropriate random selection method. The selected employee shall cease performance of their job, in a manner consistent with safety, and report immediately to the testing facility.

4. **Post Accident -** Post accident drug and alcohol testing will be done for accidents requiring off site medical care. The employee shall submit to a post accident drug/alcohol test as soon as possible after an accident, but not to exceed twenty four

(24) hours for drug testing and eight (8) hours for breath alcohol testing.

F. **Return to Duty and Follow-up after Completing Rehabilitation -** After successful completion of a rehabilitation program, employees must undergo a negative return to duty drug and/or alcohol test and enter into the follow-up testing pool which includes unannounced follow-up testing for up to sixty (60) months. The timing of these tests will be determined by the Medical Review Officer (MRO).

G. **Testing Procedures**

1. The HA will select the appropriate medical laboratory to perform the drug/abuse and/or alcohol testing. Said medical laboratory must be licensed to operate in the State of Alabama, confirm all those with positive results, retain all positive specimens for one (1) year, and provide chain of custody collection and handling of specimen.

2. The HA will, at a minimum, test for the following substances: marijuana, cocaine, opiates, amphetamines, PCP, and reserves the right to test for alcohol.

3. The laboratory will confirm all positive test results by gas chromatography/mass spectrometry (gc/ms) when positive tests results have been obtained on screened specimens.

4. Employees must provide proof of identification via photo such as a drivers license.

5. The individual must sign a drug testing consent form to indicate his/her knowledge of the procedure and to confirm that opportunity was granted to clarify any points of procedure.

6. All testing procedures, including collections, will be performed by certain technicians and/or laboratories.

7. The individual=s urine specimen will be tested for temperature and evaluated for color before processing for transport to the testing laboratory. If the specimen is suspicious, (i.e. color or temperature) the collector will confer with a physician for approval to request the individual to provide a second urine specimen immediately, under witnessed conditions, by a person of the same gender. The individual will be allowed to drink fluids under supervision until a specimen is provided. If the individual is an applicant and is unable to provide a second specimen, the individual will not be eligible for employment due to failure to complete required pre-placement physical processing. The Medical Review Officer shall notify the employee directly of the results of any positive

drug test in order to give the employee an opportunity to discuss the findings, and provide evidence of a medical explanation.

Controlled substance urine tests must follow split sample procedures. Under this provision, an employee whose urine sample has tested positive for a controlled substance has the option of having the other portion of the split sample tested at another Department of Health and Human Services certified laboratory. The employee must notify the Medical Review Officer after notification of a positive sample that the employee wishes to test the split sample. This must be done within three (3) days. The employee shall be responsible for the cost of the analysis of the split sample.

8. Alcohol testing will be by Certified Breath Alcohol Technicians following the standards established in U.S. Dept. of Transportation Document 49 CFR, Part 40. The presence of alcohol (positive test) will require the following actions:

A.	0.00- 0.019	No action
B.	0.02- 0.039	Removal from safety sensitive work for 8 hours or until level drops below 0.02.
C.	0.04 or above	Removal from work and administrative action taken as noted in this policy.

It is a violation of the HA rules to consume alcohol within four (4) hours of reporting to work, using alcohol on the job, or consuming alcohol during the eight (8) hour period following an accident or until testing has been completed.

H. **Rehabilitation -** Employees showing a positive drug test and/or alcohol test result may be suspended, terminated or disciplinary action taken related to the positive test result(s). Employees may be advised of assistance programs or medical services within the area. The HA is not required to assist in any medical or legal cost of the employee.

I. **Educational Training -** The HA will ensure that supervisors/persons designated to determine whether reasonable suspicion exists to require testing under this policy receive at least sixty (60) minutes of training relative to alcohol abuse and sixty (60) minutes of training relative to controlled substance use. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substance.

J. **Confidentiality -** All information obtained in the course of examination shall be protected as confidential medical information. The results of drug screening tests of individual employees conducted for employment purposes will not be provided to law enforcement authorities except as required by State or Federal law.

Eufaula
Housing Authority

Criminal Trespass Policy

October 12, 1999
Adopted

CRIMINAL TRESPASS POLICY OF THE EUFAULA HOUSING AUTHORITY

The Eufaula Housing Authority, hereinafter referred to as the " Authority ", is aware of the problem its residents and Authority face with the unwanted presence of persons on, in or about the property of the Authority. Recognizing the seriousness of illegal drug activity as well as other criminal activity, the Authority adopts the following policy in an effort to enhance the safety, health and well being of its residents and its property. The goal of the following policy is to reduce criminal activity involving drugs and other activity which threatens the peace and tranquility desired for public housing and its residents. The following policy is to be implemented and carried out under the laws of the State of Alabama and the municipality.

A. The Authority shall cause a verbal or written warning to be issued to any non-resident who either has no legal right to be on the property of the Authority, or is not an invited guest of a resident. Said warning shall state that such persons shall not come on any property belonging to the Authority for the time periods described below under penalty of being prosecuted for criminal trespass under law. Such warning shall be given to non-residents who:

   1. Engages in or has had a verbal or physical confrontation with law enforcement personnel, residents, guests, or Authority personnel on the property of the Authority, in which no criminal activity occurred; **(6 months)**;
   2. Engages in criminal activity on housing authority property which is non-violent in nature, and which causes no physical injury to another person **(1 year)**;
   3. Engages in criminal activity on housing authority property in which a deadly weapon was used or threatened to be used, or which activity resulted in physical injury to any person; **(3 years)**;
   4. Have been involved in or suspected of being involved in drug related activity on the property of the Authority; **(3 years)**
   5. Has been involved in any criminal or other activity that occurred on the property of the Authority which interferes with the quiet and peaceful enjoyment of the residents; **(6 months - 3 years)**, depending upon the circumstances and guidelines above.
   6. Damages the property of the Authority; **(1 year)**.

B. The warning shall be issued to such person or persons by a designated employee of the Authority. A copy of the warning as issued, shall be filed with the Executive Director of the Authority or other appropriate officials of the Authority.

C. Any person who has received a warning to leave the property under the provisions of this policy and who returns to the Authority property within the prohibited times in this policy after the warning was issued, shall be subject to arrest for criminal trespass as provided for in Section 13A-7-1(4), Code of Alabama, 1975, and under the laws of the municipality.

D. If possible, a picture of the person shall be made for inclusion in the file for future reference.

E. A copy of the notice, picture, and related documents, shall be maintained by the Housing Authority. The names of persons receiving the trespass notice shall be supplied to the local law enforcement agencies for use in their official capacities.

F. The date of expiration of the notice shall be written on the form. Should the person being served the notice desire to discuss the reasons or circumstances surrounding the notice and the trespass procedure with the director or designated person, application shall be made by the person in writing, and the director or designated person shall schedule a meeting with the person. The Housing Authority shall notify the person in writing of the date and time of the meeting, and the person shall use this notice as permission to be on housing property on said date and time for the meeting. After discussion, the Housing Authority shall have the authority to continue the notice, shorten the notice, or make such decisions relating to the circumstances which shall be equitable, when considering all of the factors involved. Any changes shall be given to the local law enforcement agencies.

G. During the term of the trespass notice, the Housing Authority shall have the authority, under special circumstances and pursuant to the written application of the person as described above, to give written special permission for the person to be on Housing Authority property at a particular time and for a particular purpose. Said permission shall only apply for the specific times in the letter. Said special permission shall not constitute a waiver of the provisions of the original notice, except for the specific terms and conditions of the special permission letter in this paragraph. Said letter shall be in the possession of the person while he is on Housing Authority property, and shall be produced upon demand by an employee or law enforcement officer. If the person fails to produce said letter, he shall be deemed to be in violation of the original trespass notice.

TRESPASS NOTICE PROCEDURES

I. Purpose

To provide a uniform written policy concerning certain criteria to be met before any person is charged with criminal trespassing on Eufaula Housing Authority's property.

II. Procedure

It is the policy of the Eufaula Housing Authority for persons to be charged with criminal trespassing in the Eufaula Housing Authority communities when such persons meet criteria as follows:

A. A person to be charged with criminal trespassing must have knowingly entered or remained unlawfully upon the premises of the Authority and committed an offense such as:

1. Engage in or has had a verbal or physical confrontation with law enforcement personnel or Authority personnel on the property of the Authority;
2. Have been involved in or suspected of being involved in drug related activity on the property of the Authority;
3. Have been involved in any violence or threats of violence against any person while on the property of the Authority;
4. Have been involved in any criminal or other activity that occurred on the property of the Authority which interferes with the quiet and peaceful enjoyment of the residents;
5. Damage the property of the Authority.

B. The person charged with criminal trespass should first have the written notice attached hereto served on him by hand delivery or by certified mail, return receipt requested. The notice will have the issuing person's signature and be witnessed with the date and time of issuance on the notice. A short comment shall be included describing the reasons and circumstances surrounding the cause of the notice being issued.

C. The person will be requested to acknowledge receipt of the notice by his or her signature on the notice. If the person refuses to sign the notice, the issuing person shall write " Refused to sign" on the place designated for the signature. The receipt from the post office showing delivery shall be sufficient for proof of service. Should the person refuse to accept the certified mail, then the Housing Authority shall mail the notice by first class mail to the address of the person, and shall notate upon the notice the time of mailing.

D. If possible, a picture of the person shall be made for inclusion in the file for future reference.

E. A copy of the notice, picture, and related documents shall be maintained by the Housing Authority. The names of the persons receiving the trespass notice shall be supplied to the local law enforcement agencies for use in their official capacities.

F. The date of expiration of the notice shall be written on the form. Should the person being served the notice desire to discuss the reasons or circumstances surrounding the notice and the trespass procedure with the director or designated person, application shall be made by

the person in writing, and the director or designated person shall schedule a meeting with this person. The Housing Authority shall notify the person in writing of the date and time of the meeting, and the person shall use this notice as permission to be on housing property on said date and time for the meeting. After discussion, the Housing Authority shall have the authority to continue the notice, shorten the notice, or make such decisions relating to the circumstances which shall be equitable, when considering all of the factors involved. No change in the term of the notice shall be made without adequate reason, properly notated, and signed by the parties involved. Any changes shall be given to the local law enforcement agencies.

G. During the term of trespass notice, the Housing Authority shall have the authority, under special circumstances and pursuant to the written application of the person as described above, to give written special permission for the person to be on Housing Authority property at a particular time and for a particular purpose. Said permission shall only apply for the specific times in the letter. Said special permission shall not constitute a waiver of the provisions of the original notice, except for the specific times in the letter. Said letter shall be in the possession of the person while he is on Housing Authority property, and shall be produced upon demand by an employee or law enforcement officer. If the person fails to produce said letter, he shall be deemed to be in violation of the original trespass notice.

Written Notice of Trespassing
Eufaula Housing Authority

Date:	**Time:**
Location:	
Name:	**Address:**
DOB:	**SSN:**

Notice

BE INFORMED THAT YOU ARE TRESPASSING ON PROPERTY OWNED BY THE HOUSING AUTHORITY OF THE CITY OF EUFAULA AND UPON WHICH YOU HAVE NO LEGAL RIGHT TO ENTER OR REMAIN.

Comments: _____

_____

_____

YOU ARE HEREBY ORDERED TO LEAVE AND VACATE THIS PROPERTY AT ONCE, AND YOU ARE FURTHER ORDERED TO REMAIN OFF THIS PROPERTY, AND THE HOUSING AUTHORITY PROPERTIES LOCATED AT:

_____

_____

_____

AND ANY AND ALL OTHER PROPERTIES OWNED BY THE HOUSING AUTHORITY OF EUFAULA, ALABAMA. **IF YOU RETURN TO THE AFOREMENTIONED PROPERTY, YOU WILL BE ARRESTED FOR VIOLATION OF THE TRESPASS LAWS OF THE STATE OF ALABAMA AND CITY OF EUFAULA.**

UNDER ALABAMA CRIMINAL STATUE, 13A-7-4, CRIMINAL TRESPASS, THIRD DEGREE IS A VIOLATION, PUNISHABLE UPON CONVICTION BY IMPRISONMENT IN THE CITY OR COUNTY JAIL, NOT TO EXCEED 30 DAYS AND/OR A FINE OF UP TO $200.00.

Eufaula Housing Authority By: _____

This notice expires on: _____

Proof of Service

Issuing Person _____ Witness _____

Date/Time _____

Eufaula Housing Authority

Special Permission To Visit

Date Issued: _____

This is to advise that:

_____, who has previously been issued a written notice of trespassing by this Housing Authority, has permission to visit:

Name of Resident
or Place to Visit _____ Relationship _____

Address _____
_____

Reason for Visit _____

Date/s of Visit/s _____

Time/s _____

Expires _____

IMPORTANT

This Document gives _____ permission to be at the above location on the time/s and date/s indicated for the reason/s stated. Travel to and from the indicated location must be by the most direct route. This does not give permission for the above named person to be on or in any other Eufaula Housing Authority owned apartment, building or grounds.

THIS DOCUMENT MUST BE IN THE POSSESSION OF THE ABOVED NAMED PERSON WHEN ON EUFAULA HOUSING AUTHORITY PROPERTY!

This Special Visit Permission expires on

_____

_____
Eufaula Housing Authority Representative

Service of No Trespassing
By
Certified Mail

Date Sent: _____

Return Received: _____

If No Response
Mailed 1st Class

Date: _____

Time: _____

Pet Policy
EUFAULA HOUSING AUTHORITY

As applicable, Section 526 of the Quality Housing and Work Responsibility Act of 1998 (Public Law 105-276, 112 Stat. 2451, 2568 (the Public Housing Reform Act of 1998) added new section 31 (captioned "Pet Ownership in Public Housing") to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than federally assisted rental housing for the elderly or persons with disabilities. Section 227 of the Housing-Rural Recovery Act of 1983 (12 U.S.C. 1701r-1) (the 1983 Act) covers pet ownership requirements for the elderly or persons with disabilities. This rule does not alter or affect these regulations in any way, nor would the regulation in Section 227 of the 1983 Act is being implemented by adding a new subpart G to 24 CFR part 960. The following policies must be complied with for pet ownership in the HA:

1. **PET OWNERSHIP**: A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the conditions as follows:

    a. One pet, other than fish, is permitted for each family unit, regardless of bedroom size.
    b. The weight of a cat cannot exceed 10 pounds (fully grown).The resident must provide litter boxes for cat waste, which must be kept inside the dwelling unit. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
    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 empty water container shall not be over 20 gallons and the container must be placed in a safe location in the unit. The resident 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 non-hazardous manner.
    e. If the pet is a dog, it shall not weigh more than 25 pounds (fully grown).
    f. All pets, as applicable, shall have rabies and distemper inoculations or boosters. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society.
    g. 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 residents lawns.
    h. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not under the control of a adult. Pets which are unleashed, or leashed and unattended, on HA property will be impounded and taken to the local Humane Society. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident. Also, if a member of the HA staff has to take a pet to the Humane Society the resident will be charged $50.00 to cover the expense of taking the pet(s) to the Humane Society.
    i. Pet(s) may not be left alone 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 the pet from any facility will be the responsibility of the resident.

j. All of the rules in Section 1, (parts a-i) previously mentioned must be verified by HA staff prior to execution of the lease agreement (primarily weight and inoculations).

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 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 disposed of promptly to avoid any unpleasant and unsanitary odor from in the unit.

3. **PROHIBITED ANIMALS**: Animals that are considered vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, rottweiler, doberman pincher, 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. In addition, rabbits are prohibited. This list is not all inclusive and animals not listed in this section may also be prohibited.

4. **PEACEFUL ENJOYMENT:** Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. If so, the resident will be given one week to make arrangements for the care of the pet. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the resident, in writing, that the animal must be removed from the Public Housing Development. The resident may request a hearing, which will be handled according to the HA's established grievance procedure.

5. **WASTE:** The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the grounds 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. If the HA staff is required to clean any waste left by a pet, the resident will be charged $25.00 for the removal of the waste.

6. **MAINTENANCE CALLS:** The resident shall have canine pets restrained so that maintenance can be performed in the apartment. The resident 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 resident shall be charged a fee of $25.00. If this same situation occurs again,

the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and taken to the local Humane Shelter. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the HA staff has to take a pet to the Humane Society the resident will be charged an additional $25.00 to cover the expense of taking the pet(s) to the Humane Society.

FEES AND DEPOSITS: A refundable pet deposit of $150.00 is required. The pet deposit may be paid in increments of $50.00 per month for 3 consecutive months. The first payment of $50.00 must be paid prior to the execution of the dwelling lease addendum. The pet deposit will be used by the Landlord at the termination of the lease toward payment of any rent or toward any payment of any other costs made necessary because of resident's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining, will be returned to the resident after the premises are vacated and all keys have been returned. Also, the pet deposit will be deposited in a non-interest bearing account by the HA.

Each resident is 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). Liability insurance is strongly recommended for pet ownership.

Any violations of this Pet Policy and the ensuing Dwelling Lease Addendum will result in the removal of the pet(s) from the property of the HA and will not be allowed to own any type of pet in the future while being a occupant of the HA.

Eufaula Housing Authority

Calculation of Flat and Ceiling Rents

	1BR	2BR	3BR	4BR	5BR
Current FMR	291	347	450	516	593
Comparable Local Rents	316	357	386	--	--
Current EHA Avg Rent**	100	101	119	110	13
Current EHA Max Rent**	288	378	375	310	--
Current Ceiling Rent**	272	320	400	448	515
New Ceiling Rent	**276**	**330**	**428**	**490**	**563**
New Flat Rent *	**250**	**300**	**360**	**430**	**515**

* Current Operating Cost = $242.00 per apartment, assume 20% increase in cost for each additional bedroom

** As of September 1999

NOTE: Ceiling Rent calculations are based on 95th percentile of FMR's.

DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF EUFAULA, ALABAMA

This first page of your lease may change because of provisions in Section III.
Tenant agrees to replace this page as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

State of Alabama,
County of Barbour

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) No. ____ located at _____ _____, Eufaula, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 10th day of the month. Tenant will pay an amount equal to the product of the number of days of actual occupancy multiplied by 1/30 of the monthly rent stipulated for the period beginning _____ ____ and ending at midnight _____. Thereafter, Tenant agrees to pay on the first of each month a monthly rent, in advance, of $_____. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month).

It is understood that this lease, until terminated or modified as provided for herein, shall be automatically renewed for successive periods of one month each.

If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be charged attorney fees, cost of collection and court costs associated with the legal action.

Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant agrees to pay a security deposit of $100.00. The security deposit may be paid in installments of $50.00 each with the first installment due with the first rent payment and thereafter an installment due with each later rent payment until the entire security deposit is paid. The security deposit may be used by 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 security deposit, or any balance remaining, will be returned to Tenant after the premises are vacated and all keys have been returned.

(C) Tenant is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than $300.00 nor more than $500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish water and sewage in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain gas and electricity.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Tenants and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

THE HOUSING AUTHORITY OF THE CITY OF EUFAULA , ALABAMA

By:

_____
Authorized Representative Date

_____
Title

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

_____
Tenant Date

_____

Tenant Date

A $10.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE 10th OF THE MONTH

Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord . May 19

III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

(A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure.

(B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.

(C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord verifiable information regarding such change.

(D) Changes in rent will be made as follows:

1. Tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income;

2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the date the decrease in family income is reported **and verified in writing** ;

3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).

4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.

5. **MINIMUM RENT HARDSHIP EXEMPTIONS** :

The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- The family would be evicted as a result of the implementation of the minimum rent (This exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
- The income of the family has decreased because of changed circumstance, including loss of employment.
- A death in the family has occurred which affects the family circumstances.
- Other circumstances which may be decided by the HA on a case by case basis.
- All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

If a resident requests a hardship exemption (**prior to the rent being delinquent)** under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent

requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF TENANT; TENANT AGREES:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term ***"guest"*** means a person on the premises with the consent of a household member.

(A) Not to assign the lease or to sublease the premises;

(B) Not to provide a ccommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section;

(C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V.(B) of this lease;

(D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord;

(E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;

(F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;

(G) To keep the premises, and such other areas as may be assigned to the Tenant for the Te nant's exclusive use, in a clean and safe condition;

(H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;

(I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the Landlord.

Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;

(J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;

(K) To pay reasonable charges (other than for normal wear and tear) for the repa ir of damages to the premises, or to the project (including damage to project buildings, facilities or common areas) caused by the Tenant, a member of the Tenant household or a guest.

(L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;

(M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:

1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises.

2. Any drug-related criminal activity on or off such premises; or any activity by a Tenant or guest in which the Landlord determines that a Tenant or guest is illegally using a controlled substance.

3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises.

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION.

(N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);

(O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;

(P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy;

(Q) To pay when due all charges due under this lease;

(R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;

(S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;

(T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;

(U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;

(V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;

(W) To notify Landlord on or before any extended absence from the premises in excess of fifteen (15) calendar days;

(X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.

(Y) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change (see also Section III.(C) of this lease);

(Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.

(AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.

(BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.

(CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.

(DD) To furnish complete and accurate written informati on in a timely manner.

(EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.

(FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.

(GG) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.

(HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered 'vacated' for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.

(II) Tenant or family member agrees that any person who is under a 'no trespassing' notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to Tenant of the person's name and nature of trespass notice.

V. TENANT'S RIGHT TO USE AND OCCUPANCY:

(A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term ***"guest"*** means a person on the premises with the consent of a household member.

(B) With the prio r written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.

(1) With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:

(a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.

(b) The Landlord's obligation to make reasonable accommodation for handicapped persons.

(2) *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:

(a) Is determined to be essential to the care and well-being of the person;

(b) Is not obligated for the support of the person; and

(c) Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

(A) Landlord shall, upon written notification delivered to premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.

(B) Landlord may enter the premises at any time without advance notification when Tenant requests repairs, maintenance, or services or when there is reason to believe an emergency exists;

(C) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

(A) To maintain the premises and other project premises in decent, safe, and sanitary condition;

(B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;

(C) To make necessary repairs to the premises;

(D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;

(E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;

(F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV.(H) of this lease;

(G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

(H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected Tenant setting forth the proposed modification, the reasons therefor, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be:

1. Delivered directly or mailed to each Tenant; or

2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.

(I) To post in the office of Tenant's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant .

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

(A) The Tenant shall immediately notify Landlord of the damage;

(B) The Landlord shall be responsible for repa ir of the unit within a reasonable time: *Provided*, That if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;

(C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;

(D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fifteen (15) days from date of discovery, the rent is not current, and Tenant has not notified the Landlord in writing in advance of an intended absence, or otherwise as provided in this Agreement.

X. NOTICES:

(A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

(B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII.(F) of this lease:

(1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI.(B) shall constitute adequate notice of proposed adverse action.

(2) In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

XI. NOTICE PROCEDURES:

(A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:

(1) Excep t as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Tenant; and

(2) Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U/S. first class mail properly addressed.

(B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. They s hall be in writing and such notice shall be delivered to the Tenant or an adult member of Tenant's household or sent pre-paid first-class mail properly addressed to Tenant.

(C) If the Tenant is visually impaired, all notices must be in a format understandable by Tenant.

(D) Except as provided to the contrary herein, notices to the Tenant shall be in writing and either delivered to Tenant or an adult member of Tenant's household, or sent by prepaid first class mail, registered mail, or certified mail properly addressed to Tenant. Tenant shall be permitted to specify in writing any other address, if different from the address of Tenant's dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Tenant's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the Tenant, in accordance with Alabama Law.

Tenant agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Tenant's address indicated above shall serve as Tenant's last known address for purposes of the laws of this state or Federal law.

TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

(A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated v iolations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause.

(B) The Landlord shall give written notice of lease termination/demand for possession of:

(1) 14 calendar days in the case of failure to pay rent;

(2) A reasonable time considering the seriousness of the situation (but not less than 3 calendar days) when the health or safety of other Tenants or Landlord's employees is threatened; and

(3) 30 calendar days in any other case.

(C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. These notices may be combined into one document. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall

also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.

(D) Any federally and state required notices shall run concurrently.

(E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:

(1) State that the Tenant is not entitled to a grievance hearing on the termination.

(2) Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.

(3) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Landlord; or any criminal activity or drug -related criminal activity on or off such premises.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Alabama statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

(A) *Landlord discretion to consider circumstances*. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.

(B) *Notice to Post Office*. When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

(A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

(B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVI. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII.(H) of this lease.

XVII. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XIX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

(A) Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

(B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenant's peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANTS PERSONAL PROPERTY.

XX. DESIGNATION OF BENEFICIARY

Tenant designates the following adult person as Tenant's beneficiary to be responsible for removal of Tenant's personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated by the Landlord and Tenant is otherwise unavailable:

NAME_____

RELATIONSHIP_____

ADDRESS_____

_____

HOME PHONE_____

BUSINESS PHONE_____

Property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice, the Landlord may dispose of the property as provided in this agreement.

XXI. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Tenant, and a copy of the statement shall be retained by the Landlord in the Tenant's files. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV.(K) of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.

_____
TENANT

_____
TENANT

_____
REPRESENTATIVE FOR EUFAULA HOUSING AUTHORITY

_____
TITLE

GRIEVANCE PROCEDURE
HOUSING AUTHORITY OF THE CITY OF EUFAULA

I. RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a Tenant shall be entitled to a hearing before a hearing officer.

II. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

(A) "Grievance" shall mean any dispute which a Tenant may have with respect to Landlord action or failure to act in accordance with the individual Tenant's lease or Landlord regulations which adversely affect the individual Tenant's rights, duties, welfare or status. Grievance does not include any dispute a Tenant may have with Landlord concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.

(B) "Complainant" shall mean any Tenant whose grievance is presented to the Landlord or at the project management office in accordance with Section III and Section IV.

(C) "Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the Tenant to be represented by counsel;

(3) Opportunity for the Tenant to refute the evidence presented by the Landlord including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;

(4) A decision on the merits.

(D) "Hearing officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.

(E) *Tenant* shall mean the adult person (or persons) (other than a live-in aide):

(1) Who resides in the premises, and who executed the lease with the Landlord as lessee of the premises, or, if no such person now resides in the premises,

(2) Who resides in the premises, and who is the remaining head of household of the Tenant family residing in the premises.

(F) *Resident organization* includes a resident management corporation.

(G) **Promptly** (as used in Section III, and IV.(D) shall mean within five business days from the date of mailing of the adverse action or grievable complaint.

III. PROCEDURES PRIOR TO A HEARING

Informal settlement of grievance. Any grievance shall be promptly and personally presented, either orally or in writing, to the Landlord office or to the office of the project in which the Tenant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the Tenant is not satisfied. **The purpose of this informal settlement of grievance is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section IV hereof shall apply. The housing authority shall notify the Tenant of the date and time that the hearing will take place.**

IV. PROCEDURES TO OBTAIN A HEARING

(A) *Request for hearing.* In the event that the Tenant is not satisfied with the informal settlement of grievance provided for in Section III, the Tenant shall submit a written request for a hearing to the Landlord or the project office within five (5) business days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:

(1) The reasons for the grievance; and
(2) The action or relief sought.

(B) *Selection of Hearing Officer.* A grievance hearing shall be conducted by an impartial person appointed by the Landlord other than a person who made or approved the Landlord action under review or a subordinate of such person.

The Landlord shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization for such organization's comments or recommendations. Any comments or recommendations by the resident organization submitted in a reasonable time shall be considered by the Landlord.

From this list, a hearing officer shall be selected.

(C) *Failure to request a hearing.* If the Tenant does not request a hearing in accordance with this Section, then the Landlord's disposition of the grievance under Section III shall become final: *Provided,* That failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.

(D) *Hearing prerequisite.* All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: *Provided,* that if the Tenant shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of this Subsection may be waived by the hearing officer.

(E) *Escrow deposit.* Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Landlord claims is due, the Tenant shall pay to the Landlord an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Landlord until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by the Landlord in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: *Provided,* that failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of his grievance in any appropriate judicial proceeding.

(F) *Scheduling of hearings.* Upon the Tenant's compliance with this Section, or upon the housing authority notifying the tenant or his/her representative that a hearing will be held, a hearing shall be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Tenant and the Landlord. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the Tenant and the appropriate Landlord official.

V. PROCEDURES GOVERNING THE HEARING

(A) The Tenant shall be afforded a fair hearing, which shall include:

(1) The opportunity to examine before the grievance hearing any Landlord documents, including records and regulations, that are directly relevant to the hearing. The Tenant shall be provided a copy of any such document at the Tenant's expense. If the Landlord does not make the document available for examination upon request by the Tenant, the Landlord may not rely on such document at the grievance hearing.

(2) The right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;

(3) The right to a private hearing unless the Tenant requests a public hearing;

(4) The right to present evidence and arguments in support of the Tenant's complaint, to controvert evidence relied on by the Landlord or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Landlord or project management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

(B) *Accommodation of persons with disabilities.*

(1) The Landlord shall provide reasonable accommodation for persons with disabilities to participate in the hearing.

Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

(2) If the Tenant is visually impaired, any notice to the Tenant which is required by these procedures must be in an accessible format.

(C) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

VI. DECISION OF THE HEARING OFFICER

(A) The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time (not to exceed 10 calendar days) after the hearing. A copy of the decision shall be sent to the Tenant and the Landlord. The Landlord shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Landlord and made available for inspection by a prospective complainant, his representative, or the hearing officer.

(B) The decision of the hearing officer shall be binding on the Landlord which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Landlord's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

(1) The grievance does not concern Landlord action or failure to act in accordance with or involving the Tenant's lease or Landlord regulations, which adversely affect the Tenant's rights, duties, welfare or status;

(2) The decision of the hearing officer is contrary to applicable Federal, State or local law, Landlord regulations or requirements of the Annual Contributions Contract between Landlord and the U.S. Department of Housing and Urban Development.

(C) A decision by the hearing officer or Board of Commissioners in favor of the Landlord or which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Tenant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

I have received a copy of this grievance procedure and have had an opportunity to ask questions about the procedure.

_____

Tenant Date

_____

Tenant Date

DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF EUFAULA, ALABAMA

This first page of your lease may change because of provisions in Section III.
Tenant agrees to replace this page as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.

State of Alabama,
County of Barbour

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) No. ____ located at _____ _____, Eufaula, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 10th day of the month. Tenant will pay an amount equal to the product of the number of days of actual occupancy multiplied by 1/30 of the monthly rent stipulated for the period beginning _____ ____ and ending at midnight _____. Thereafter, Tenant agrees to pay on the first of each month a monthly rent, in advance, of $_____. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month).

It is understood that this lease, until terminated or modified as provided for herein, shall be automatically renewed for successive periods of one month each.

If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be charged attorney fees, cost of collection and court costs associated with the legal action.

Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant agrees to pay a security deposit of $100.00. The security deposit may be paid in installments of $50.00 each with the first installment due with the first rent payment and thereafter an installment due with each later rent payment until the entire security deposit is paid. The security deposit may be used by 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 security deposit, or any balance remaining, will be returned to Tenant after the premises are vacated and all keys have been returned.

(C) Tenant is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than $300.00 nor more than $500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish water and sewage in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain gas and electricity.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Tenants and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

THE HOUSING AUTHORITY OF THE CITY OF EUFAULA , ALABAMA

By:

_____
Authorized Representative Date

_____
Title

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

_____
Tenant Date

_____

Tenant Date

A $10.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE 10th OF THE MONTH

Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord . May 19

III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

(A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure.

(B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.

(C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord verifiable information regarding such change.

(D) Changes in rent will be made as follows:

1. Tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income;

2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the date the decrease in family income is reported **and verified in writing** ;

3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).

4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.

5. **MINIMUM RENT HARDSHIP EXEMPTIONS** :

The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- The family would be evicted as a result of the implementation of the minimum rent (This exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
- The income of the family has decreased because of changed circumstance, including loss of employment.
- A death in the family has occurred which affects the family circumstances.
- Other circumstances which may be decided by the HA on a case by case basis.
- All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

If a resident requests a hardship exemption (**prior to the rent being delinquent)** under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent

requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF TENANT; TENANT AGREES:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term ***"guest"*** means a person on the premises with the consent of a household member.

(A) Not to assign the lease or to sublease the premises;

(B) Not to provide a ccommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section;

(C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V.(B) of this lease;

(D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord;

(E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;

(F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;

(G) To keep the premises, and such other areas as may be assigned to the Tenant for the Te nant's exclusive use, in a clean and safe condition;

(H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;

(I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the Landlord.

Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;

(J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;

(K) To pay reasonable charges (other than for normal wear and tear) for the repa ir of damages to the premises, or to the project (including damage to project buildings, facilities or common areas) caused by the Tenant, a member of the Tenant household or a guest.

(L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;

(M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:

1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises.

2. Any drug-related criminal activity on or off such premises; or any activity by a Tenant or guest in which the Landlord determines that a Tenant or guest is illegally using a controlled substance.

3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises.

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION.

(N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);

(O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;

(P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy;

(Q) To pay when due all charges due under this lease;

(R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;

(S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;

(T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;

(U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;

(V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;

(W) To notify Landlord on or before any extended absence from the premises in excess of fifteen (15) calendar days;

(X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.

(Y) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change (see also Section III.(C) of this lease);

(Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.

(AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.

(BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.

(CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.

(DD) To furnish complete and accurate written informati on in a timely manner.

(EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.

(FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.

(GG) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.

(HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered 'vacated' for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.

(II) Tenant or family member agrees that any person who is under a 'no trespassing' notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to Tenant of the person's name and nature of trespass notice.

V. TENANT'S RIGHT TO USE AND OCCUPANCY:

(A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term ***"guest"*** means a person on the premises with the consent of a household member.

(B) With the prio r written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.

(1) With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:

(a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.

(b) The Landlord's obligation to make reasonable accommodation for handicapped persons.

(2) *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:

(a) Is determined to be essential to the care and well-being of the person;

(b) Is not obligated for the support of the person; and

(c) Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

(A) Landlord shall, upon written notification delivered to premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.

(B) Landlord may enter the premises at any time without advance notification when Tenant requests repairs, maintenance, or services or when there is reason to believe an emergency exists;

(C) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

(A) To maintain the premises and other project premises in decent, safe, and sanitary condition;

(B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;

(C) To make necessary repairs to the premises;

(D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;

(E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;

(F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV.(H) of this lease;

(G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

(H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected Tenant setting forth the proposed modification, the reasons therefor, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be:

1. Delivered directly or mailed to each Tenant; or

2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.

(I) To post in the office of Tenant's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant .

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

(A) The Tenant shall immediately notify Landlord of the damage;

(B) The Landlord shall be responsible for repa ir of the unit within a reasonable time: *Provided*, That if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;

(C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;

(D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fifteen (15) days from date of discovery, the rent is not current, and Tenant has not notified the Landlord in writing in advance of an intended absence, or otherwise as provided in this Agreement.

X. NOTICES:

(A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

(B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII.(F) of this lease:

(1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI.(B) shall constitute adequate notice of proposed adverse action.

(2) In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

XI. NOTICE PROCEDURES:

(A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:

(1) Excep t as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Tenant; and

(2) Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U/S. first class mail properly addressed.

(B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. They s hall be in writing and such notice shall be delivered to the Tenant or an adult member of Tenant's household or sent pre-paid first-class mail properly addressed to Tenant.

(C) If the Tenant is visually impaired, all notices must be in a format understandable by Tenant.

(D) Except as provided to the contrary herein, notices to the Tenant shall be in writing and either delivered to Tenant or an adult member of Tenant's household, or sent by prepaid first class mail, registered mail, or certified mail properly addressed to Tenant. Tenant shall be permitted to specify in writing any other address, if different from the address of Tenant's dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Tenant's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the Tenant, in accordance with Alabama Law.

Tenant agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Tenant's address indicated above shall serve as Tenant's last known address for purposes of the laws of this state or Federal law.

TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

(A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated v iolations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause.

(B) The Landlord shall give written notice of lease termination/demand for possession of:

(1) 14 calendar days in the case of failure to pay rent;

(2) A reasonable time considering the seriousness of the situation (but not less than 3 calendar days) when the health or safety of other Tenants or Landlord's employees is threatened; and

(3) 30 calendar days in any other case.

(C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. These notices may be combined into one document. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall

also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.

(D) Any federally and state required notices shall run concurrently.

(E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:

(1) State that the Tenant is not entitled to a grievance hearing on the termination.

(2) Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.

(3) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Landlord; or any criminal activity or drug -related criminal activity on or off such premises.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Alabama statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

(A) *Landlord discretion to consider circumstances*. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.

(B) *Notice to Post Office*. When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

(A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

(B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVI. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII.(H) of this lease.

XVII. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XIX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

(A) Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

(B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenant's peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANTS PERSONAL PROPERTY.

XX. DESIGNATION OF BENEFICIARY

Tenant designates the following adult person as Tenant's beneficiary to be responsible for removal of Tenant's personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated by the Landlord and Tenant is otherwise unavailable:

NAME_____

RELATIONSHIP_____

ADDRESS_____

_____

HOME PHONE_____

BUSINESS PHONE_____

Property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice, the Landlord may dispose of the property as provided in this agreement.

XXI. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Tenant, and a copy of the statement shall be retained by the Landlord in the Tenant's files. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV.(K) of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.

_____
TENANT

_____
TENANT

_____
REPRESENTATIVE FOR EUFAULA HOUSING AUTHORITY

_____
TITLE

GRIEVANCE PROCEDURE
HOUSING AUTHORITY OF THE CITY OF EUFAULA

I. RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a Tenant shall be entitled to a hearing before a hearing officer.

II. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

(A) "Grievance" shall mean any dispute which a Tenant may have with respect to Landlord action or failure to act in accordance with the individual Tenant's lease or Landlord regulations which adversely affect the individual Tenant's rights, duties, welfare or status. Grievance does not include any dispute a Tenant may have with Landlord concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.

(B) "Complainant" shall mean any Tenant whose grievance is presented to the Landlord or at the project management office in accordance with Section III and Section IV.

(C) "Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the Tenant to be represented by counsel;

(3) Opportunity for the Tenant to refute the evidence presented by the Landlord including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;

(4) A decision on the merits.

(D) "Hearing officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.

(E) *Tenant* shall mean the adult person (or persons) (other than a live-in aide):

(1) Who resides in the premises, and who executed the lease with the Landlord as lessee of the premises, or, if no such person now resides in the premises,

(2) Who resides in the premises, and who is the remaining head of household of the Tenant family residing in the premises.

(F) *Resident organization* includes a resident management corporation.

(G) **Promptly** (as used in Section III, and IV.(D) shall mean within five business days from the date of mailing of the adverse action or grievable complaint.

III. PROCEDURES PRIOR TO A HEARING

Informal settlement of grievance. Any grievance shall be promptly and personally presented, either orally or in writing, to the Landlord office or to the office of the project in which the Tenant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the Tenant is not satisfied. **The purpose of this informal settlement of grievance is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section IV hereof shall apply. The housing authority shall notify the Tenant of the date and time that the hearing will take place.**

IV. PROCEDURES TO OBTAIN A HEARING

(A) *Request for hearing.* In the event that the Tenant is not satisfied with the informal settlement of grievance provided for in Section III, the Tenant shall submit a written request for a hearing to the Landlord or the project office within five (5) business days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:

(1) The reasons for the grievance; and
(2) The action or relief sought.

(B) *Selection of Hearing Officer.* A grievance hearing shall be conducted by an impartial person appointed by the Landlord other than a person who made or approved the Landlord action under review or a subordinate of such person.

The Landlord shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization for such organization's comments or recommendations. Any comments or recommendations by the resident organization submitted in a reasonable time shall be considered by the Landlord.

From this list, a hearing officer shall be selected.

(C) *Failure to request a hearing.* If the Tenant does not request a hearing in accordance with this Section, then the Landlord's disposition of the grievance under Section III shall become final: *Provided,* That failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.

(D) *Hearing prerequisite.* All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: *Provided,* that if the Tenant shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of this Subsection may be waived by the hearing officer.

(E) *Escrow deposit.* Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Landlord claims is due, the Tenant shall pay to the Landlord an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Landlord until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by the Landlord in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: *Provided,* that failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of his grievance in any appropriate judicial proceeding.

(F) *Scheduling of hearings.* Upon the Tenant's compliance with this Section, or upon the housing authority notifying the tenant or his/her representative that a hearing will be held, a hearing shall be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Tenant and the Landlord. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the Tenant and the appropriate Landlord official.

V. PROCEDURES GOVERNING THE HEARING

(A) The Tenant shall be afforded a fair hearing, which shall include:

(1) The opportunity to examine before the grievance hearing any Landlord documents, including records and regulations, that are directly relevant to the hearing. The Tenant shall be provided a copy of any such document at the Tenant's expense. If the Landlord does not make the document available for examination upon request by the Tenant, the Landlord may not rely on such document at the grievance hearing.

(2) The right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;

(3) The right to a private hearing unless the Tenant requests a public hearing;

(4) The right to present evidence and arguments in support of the Tenant's complaint, to controvert evidence relied on by the Landlord or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Landlord or project management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

(B) *Accommodation of persons with disabilities.*

(1) The Landlord shall provide reasonable accommodation for persons with disabilities to participate in the hearing.

Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

(2) If the Tenant is visually impaired, any notice to the Tenant which is required by these procedures must be in an accessible format.

(C) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

VI. DECISION OF THE HEARING OFFICER

(A) The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time (not to exceed 10 calendar days) after the hearing. A copy of the decision shall be sent to the Tenant and the Landlord. The Landlord shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Landlord and made available for inspection by a prospective complainant, his representative, or the hearing officer.

(B) The decision of the hearing officer shall be binding on the Landlord which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Landlord's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

(1) The grievance does not concern Landlord action or failure to act in accordance with or involving the Tenant's lease or Landlord regulations, which adversely affect the Tenant's rights, duties, welfare or status;

(2) The decision of the hearing officer is contrary to applicable Federal, State or local law, Landlord regulations or requirements of the Annual Contributions Contract between Landlord and the U.S. Department of Housing and Urban Development.

(C) A decision by the hearing officer or Board of Commissioners in favor of the Landlord or which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Tenant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

I have received a copy of this grievance procedure and have had an opportunity to ask questions about the procedure.

_____

Tenant Date

_____

Tenant Date

Maintenance Plan

Housing Authority of the City of Eufaula

Mission Statement: The Eufaula Housing Authority desires to provide exceptional customer service in order to serve the needs of our residents in a timely and professional manner. Quality service and integrity is the Maintenance Department=s number one goal.

I. Structure of Maintenance Department

a. **Maintenance Supervisor:** Schedules and oversees the daily operation of the department; Approves all purchases needed to carry out the duties of the department; Insures that the inventory system is current and maintained a proper level; Performs annual inspections on all Housing Authority property and schedules all needed repairs in a timely manner and as funds are available;
b. **Maintenance Mechanic:** A skilled mechanic able to make needed repairs, installations, and building maintenance on all Housing Authority properties.
c. **Maintenance Aide A:** A semi-skilled mechanic able to make minor repairs, and available to assist the maintenance mechanic when needed. Prepares vacant units for rental.
d. **Grounds Laborer:** Responsible for the maintenance and upkeep of all Housing Authority grounds. Assists in the preparation of vacant units for rental.
e. **Maintenance Clerk:** Performs routine functions of the Maintenance Department including, work order request and processing, computation of parts and labor, and other clerical duties.

II. Work Orders

a. **Routine Work Orders:** Routine work orders are called in daily by Housing Authority residents. Work orders are prioritized and most are completed the same day they are reported.
b. **Emergency Work Orders:** Emergency work orders are responded to as soon as they are reported. All emergency work orders are completed within 24 hours of the time they are reported.
c. **After Hour Work Orders:** One mechanic is on-call at all times after normal business hours. Work orders called in are responded to within thirty minutes unless the work order can be held until the next day. The on-call mechanic reports all after hour calls received to the Maintenance Supervisor on the next business day.

III. Inventory

a. **Asset Numbers:** All Housing Authority property is issued an asset number. These numbers

as well as a description of the property is kept on file in the Housing Authority computer system. This asset number inventory system is updated daily by the maintenance clerk.

b. **Issuing of Supplies:** All supplies are issued to the maintenance staff by the maintenance clerk or supervisor's designee. All items removed from the maintenance warehouse are removed from the computer inventory system. This system is automatically updated and supplies and parts are restocked via computer reports.

IV. Materials and Parts

a. **Ordering:** Materials and parts are ordered by the Maintenance Supervisor or his designee. All orders are placed through a purchase order system. The Maintenance Supervisor works within a yearly maintenance budget.
b. **Stock:** All stock received is stored in the warehouse in its proper place. The inventory system is updated accordingly.

V. Inspections

a. **HQS Inspections:** Housing Quality Standards inspections are done annually on each apartment by the Maintenance Supervisor. Abuse and neglect is documented and the resident is charged according to the Board adopted Schedule of Maintenance Charges. Poor housekeeping, abuse, neglect, and other unsanitary and safe conditions will not be tolerated and be dealt with swiftly and fairly.

b. **Preventive Inspections:** Preventive inspections are completed routinely. Maintenance personnel are trained to survey apartments when completing work orders and report items that may need to be addressed in the near future.

VI. Pest Control

The Housing Authority contracts with a pest control company that regularly treats apartments for infestation of cockroaches also to include mice, rats, insects and other common household bugs. A routine schedule is followed with regular follow-up treatments. If problems occur between contracted visits, the Maintenance Department treats the problem with the appropriate chemical. The Housing Authority also contracts to have yearly termite inspections.

Community Centers and Other Housing Authority Property

a. **Upkeep:** All community centers and other property owned by the Housing Authority is maintained by the maintenance department.
b. **Leasing of Community Centers:** All leasing of the community centers is handled by the Maintenance Supervisor in accordance with the Community Center Rental Policy.

Modernization

c. **Inspections:** The Maintenance Supervisor is responsible for inspecting all work being done under any modernization program.
d. **Modernization Projects Completed by the Maintenance Department:** When in the best interest of the Housing Authority some modernization work will be completed by the maintenance department. This work will be completed under the supervision of the Maintenance Supervisor.

October, 1999

Eufaula Housing Authority
Deconcentration Analysis

City of Eufaula

1999 Median Income.....33,200
Very Very Low (<30% of Median) 9,960
Very Low (30%-50% of Median) 9,960-16,600
Low (50%-80% of Median) 16,600-26,560

Eufaula Housing Authority

Chattahoochee Courts (Median Income) 7,600
Western Heights (Median Income) 9,000
Forest Hills (Median Income).....7,800

Very Very Low

	Very Very Low	Very Low	Low
Chattahoochee Courts	76%	20%	4%
Western Heights	65%	27%	8%
Forest Hills	75%	15%	10%
Total	72%	21%	7%

Map Legend

Quadrant 1 ----------Above Median
Quadrant 2 ----------Very Very Low to Median
Quadrant 3 ---------- Low to Median
Quadrant 4 ----------Very Very Low to Median
Quadrant 5 ----------Very Very Low to Low
Quadrant 6 ----------Very Low to Above Median
Quadrant 7 ----------Above Median
Quadrant 8 ----------Very Low to Low

Sources: Eufaula Housing Authority Section 8 Statistics/Analysis, 1990 Census Data, Alabama State Data Center (University of Alabama), Government Information Sharing Project – Regional Economic Information, Southeast Alabama Regional Planning and Development Commission, American Housing Survey, Eufaula Housing Authority Public Housing Tenant Statistics and Rent Roll Analysis

Eufaula Housing Authority

SECTION 8
ADMINISTRATIVE
PLAN

This Administrative Plan covers the current requirements for
the Section 8 Certificate and Voucher Programs.

September 14, 1999
Adopted

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SECTION I. INTRODUCTION:

1. Mission Statement: Our goal is to provide decent, safe, and sanitary rental housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for Section 8 participants.

   L In order to achieve this mission, we will:

   L Recognize residents as our ultimate customer

   L Improve Public Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff

   L Seek problem-solving partnerships with residents, landlords, community, and government leadership

   L Apply limited HA resources to the effective and efficient management and operation of Section 8 programs.

2. Purpose of Policy: The purpose of this plan is to establish guidelines for the HA staff to follow in determining eligibility for the Section 8 programs. The basic guidelines for this plan is 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 plan and these requirements are binding upon applicants, residents, landlords 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 Section 24 CFR (Code of Federal Regulations)

3. Primary Responsibilities of the HA:

   $ Informing eligible families of the availability of Section 8 assistance;
   $ Encouraging owners to make their units available for lease by Section 8 participants;
   $ Determining the maximum amount of housing assistance payments that can be used for family-paid utilities; and posting the utility allowances annually;
   $ Receiving applications from families and determining their eligibility for assistance;
   $ Inspecting Section 8 units to determine that they meet or exceed Section 8 Housing Quality Standards;
   $ Approving leases;
   $ Making Housing Assistance Payments to owners;
   $ Perform annual and periodic re-examinations of income, family composition and redetermination of rent;

4. Objectives: The objectives of this plan are to:

A. Promote the overall goal of decent, safe and sanitary housing by using the Section 8 program to house eligible families in private rental housing; therefore, increasing the housing stock for very low-income families.

B. Improve the City's housing stock by requiring participating landlords to meet Section 8 Housing Quality Standards for their rental property.

C. Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the Section 8 program and staff.

D. 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 occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status and national origin.

E. The Housing and Community Development Act of 1974 reflects Congress's intent that, where possible, the nation's existing housing stock should be preserved. The Section 8 Program will allow the HA to utilize existing housing stock and allow a family who qualifies for Section 8 Assistance and lives in substandard housing to remain, if the owner brings the house up to HQS standards and the Section 8 participant decides to remain in that unit.

5. Outreach:

A. Outreach to Owners: The HA will encourage participation by owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property owners leasing units under the Section 8 programs through the local media (newspaper, radio, television, etc.).

B. Outreach to Potential Clients: 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 Section 8 rental assistance. The HA shall take affirmative actions 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 Section 8 rental assistance. The HA may hold meetings concerning the Section 8 programs with local social community agencies

SECTION II. FAIR HOUSING POLICY AND EQUAL OPPORTUNITY HOUSING PLAN

1. Fair Housing Policy: The Fair Housing Policy of the HA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

   Specifically, the HA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide access to information to Section 8 participants regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicants/participants file.

   For families and/or individuals who report apparent discrimination in obtaining assisted housing, the HA shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the Birmingham HUD Office of Fair Housing and Equal Opportunity. For example, a resident may be trying to obtain other rental housing and/or is attempting to purchase a home and experiences apparent discrimination.

2. Equal Opportunity Housing Plan: The HA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:

   A. The fair housing act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);

   B. Title VI of the Civil Rights Act of 1964, 42 U. S. C. 2000d (implementing regulations at 24 CFR part1);

   C. The age discrimination act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);

   D. Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);

   E. Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. 794 (implementing regulations at 24 CFR, part 8; and

   F. Title II of the Americans with Disabilities Act, 42 U. S. C.12101, et seq.

3. Equal Opportunity Posting Requirements:

   There shall be maintained in the HA's office waiting room a bulletin board, which will

accommodate the following posted materials:

A. Statement of Policies and Procedures Governing the Section 8 Administrative Plan.

B. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)

C. Income Limits for Admission.

D. Utility Allowances.

E. Informal Review and Hearing Procedure.

F. Fair Housing Poster.

G. "Equal Opportunity in Employment" Poster.

SECTION III. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release information concerning Section 8 participants. 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 (Reference HUD Form 9886).

SECTION IV. DEFINITION OF TERMS

Section 24 part 5 and Section 982.4 Definitions effective from time to time are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. Absorption: In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family.

2. Adjusted Income: 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:

   A. A deduction of $480.00 for each member of the family (other than head of household or spouse) who is:
      (1) seventeen (17) years of age or younger, or
      (2) 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.

   B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under 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).

C. 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.

D. A deduction for any elderly family:

(1) 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.

(2) 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 f of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.

(3) That has Handicapped Assistance Expenses that are less than three (3%) percent 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.

E. 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.

F. 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 employment**, 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 child care, and, in the case of child care 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. The results are posted in the HA office(s).

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.

3. Administrative Fee: Fee paid by HUD to the HA for administration of the program and will include hard-to-house fees paid for moves by families with three or more minors, and extra counseling money that may be authorized by HUD

4. Administrative Fee Reserve: (formerly "operating reserve") Account established by HA from excess administrative fee income. HA administrative fees may only be used to cover costs incurred to perform HA administrative responsibilities for the program in accordance with HUD regulations and requirements.

5. Administrative Plan: The administrative plan describes HA policies for administration of the tenant-based programs. This document is the administrative plan for the HA.

6. Admission: The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

7. Adult: An adult is:
   - $ 19 years of age or older,
   - $ 18 years of age and married (not common law), or
   - $ A person that has been relieved of the disability of non-age by the juvenile court.

Note:
Only persons who are adults shall be eligible to enter into a lease agreement for occupancy

8. Amortization Payment: In a manufactured home space rental, the monthly debt service payment by the family to amortize the purchase price of the manufactured home.

9. Annual Contributions Contract (ACC): A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

10. Annual Income: Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy. Annual Income **includes**, but is not limited to, the following: Ref: CFR 5.609

    A. 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);

    B. 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.

C. 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 AB" 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;

D. 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 delayed start of a periodic payment;

E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay;

F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are 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:

(1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the families' 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;

G. Periodic and determinable allowances, such as alimony, child support payments, and regular (monthly) contributions gifts, including amounts received from any persons not residing in the dwelling.

H. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (see "hazardous duty pay").

I. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support;

J. Veterans Administration compensation (Service Connected Disability or Death Benefits).

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.

Participants that receive lump-sum payments that are included as income and fall in the categories listed above, must report the income to the Section 8 Coordinator as soon as possible but no later that ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as subsidy to the HA is due fourteen (14) days after the HA notifies the family of the amount due.

Unreported Income: If a Section 8 participant fails to report changes in income, as required, the Section 8 assistance will be terminated.

11. Applicant: (applicant family) A family that has applied for admission to a program, but is not yet a participant in the program.

12. Budget Authority: An amount authorized and appropriated by the Congress for payment to HA's under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

13. Certificate: A document issued by an HA to a family selected for to the rental certificate program. The certificate describes the program, and the procedures for HA approval of a unit selected by the family. The certificate also states the obligation of the family under the program.

14. Certificate or Voucher Holder: A family holding a certificate or voucher with unexpired search time.

15. Certificate Program: Rental Certificate program.

16. Child - A member of the family, other than the family head or spouse, who is under 18 years of age.

17. Child Care Expenses: Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (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 employment**, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The HA will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing child care.

18. Child Custody: An applicant/participant family who does not have full custody of a child/children may only claim a child as a dependent by the following:

    A. The applicant/participant must have primary custody of the child.

    B. The applicant/participant must provide sufficient evidence that the child would reside with the Section 8 participant.

Note:
The same child cannot be claimed by more than one applicant.]

19. Citizen: A citizen or national of the United States.

20. Common Space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

21. Congregate Housing : Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

22. Contiguous Metropolitan Statistical Area (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

23. Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Section 8 program.

24. Contract Authority: The maximum annual payment by HUD to an HA for a funding increment.

25. Cooperative Housing (Term includes mutual housing): Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

26. Dependent: A member of the family (except foster children **and foster adults**), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-

time student. An unborn child shall not be considered a dependent.

27. Disabled Person: (See "Handicapped Person")

28. 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.

29. Domicile: The legal residence of household head or spouse as determined in accordance with State and local law.

30. Drug-Related Criminal Activity: Term means:

    A. Drug-trafficking, which is: The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the controlled substances act (21 U. S. C. 802), or

    B. Illegal use, or possession for personal use, of a controlled substance (as defined in Section 102 of the controlled substances act (21 U. S. C. 802)

31. Elderly Family: A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.

32. Elderly Person: A person who is at least sixty-two (62) years of age.

33. Evidence of Citizenship or Eligible Immigration Status - The documents which must be submitted to evidence citizenship or eligible immigration status (Reference CFR 5.508(b)).

34. Exception Rent: In the certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. For certificates, exception rent is approved by HUD, and is used in determining the initial contract rent. In the voucher program, the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA certificate program.

35. Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the Federal Register in accordance with 24 CFR, part 888.

36. 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 an single persons (Reference Federal Register published February 13, 1996, pages 5,662 and

5,663). In Section II "Reinventing" Parts 812 and 912 of the Federal Register states:

> "The April 10, 1992 proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA-protected classes from other 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 an single persons and only entitled subsidy for a zero or one-bedroom family unit size.

37. Family - (See Below) The term "family" as used in this policy means:

A. Two or more persons related by blood, marriage, or by operation of law. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. 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.

Note:
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. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.

B. An elderly family;

C. A near-elderly family;

D. A disabled family;

E. A displaced family;

F. The remaining member of a tenant family (Refer Definition No. 101); and

G. A single person who is not elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Note:

Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for tenant-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (Ref. 982.207 Housing assistance limitation for single persons, published in the Federal Register on 2/13/96).

The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one-bedroom family unit size. The limit is on the amount of subsidy paid NOT the SIZE of the UNIT!

38. Family Self-Sufficiency (FSS) Program: The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U. S. C. 1437u). Reference 24 CFR, part 984.

39. Family Share: The portion of rent and utilities paid by the family.

40. Family Unit Size: The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.

41. FMR/Exception Rent Limit: The Section 8 Existing Housing fair market rent published by HUD Headquarters, or any exception rent. For a regular tenancy in the Certificate program, the initial rent to owner plus any utility allowance may not exceed the FMR/exception rent limit (for the selected dwelling unit or for the family unit size). For a tenancy in the voucher program the HA may adopt a payment standard up to the FRM/exception limit. For an over-FMR tenancy in the Certificate program, the payment standard is the FMR/exception rent limit.

42. Foster Children: With the prior written consent of the HA, a foster child may be added as a Section 8 participant. The factors considered by the HA in determining whether or not consent is granted may include:

    A. Whether the addition of a new occupant may require the issuance of a new certificate or voucher, and whether such documents are available.

    B. The Section 8 landlord's obligation to allow reasonable accommodation for handicapped persons.

43. Full-Time Student: A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.

44. Funding Increment: Each commitment of budget authority by HUD to an HA under the

consolidated ACC for the HA program.

45. Gross Rent: The sum of the rent to owner plus any utility allowance.

46. Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-aid).

47. 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.

48. Handicapped Person and/or Disabled Person: A person having a physical or mental impairment which:

A. Is expected to be of long-continued and indefinite duration,

B. Substantially impedes his/her ability to live independently; and

C. Is of such a nature that such disability could be improved by more suitable housing conditions.

Note:
All three conditions must be met to qualify as handicapped.)
A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below:

D. Section 223 of the Social Security Act defines disability as:
(1) "inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
(2) in the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

49. Hazardous Duty Pay: Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

50. Head of Household - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the held of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

51. Homeless Family: Any individual or family who:

A. Lacks a fixed, regular, and adequate nighttime residence;

B. Has a primary nighttime residence that is:
   (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.

C. A homeless family does not include:
   (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 as defined in 83 below.

52. Housing Agency (HA): Housing Agency (formerly Public Housing Agency (PHA), PHA and HA are the same thing) A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

53. Housing Assistance Payment (HAP): The monthly assistance payment by the HA. The total assistance payment consists of:

A. A payment to the owner for rent to owner under the family's lease.

B. An additional payment to the family if the total assistance payment exceeds the rent to owner. In the certificate program, the additional payment is called a "utility

reimbursement". The HA may elect to pay the appropriate amount directly to the utility provider.

54. Housing Assistance Payment (HAP) Contract: A written contract between an HA and an owner, in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

55. Housing Quality Standards (HQS): The HUD minimum quality standards for housing assistance under the tenant-based programs.

56. HUD - Housing & Urban Development: The U. S. Department of Housing and Urban Development.

57. HUD Requirements: HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

58. Income Exclusions: Annual Income does not include such temporary, non-recurring or sporadic income as the following:

    A. Temporary: Casual, sporadic, temporary, nonrecurring income, including gifts.

    B. Medical Reimbursements: Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care.

    C. Lump-sum additions to family assets: Such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.

    D. Scholarships: Full amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the United Sates government to a veteran for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.

    E. Relocation payments: Made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636).

    F. Food Stamps: The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 [7 USC 2017(b)].

    G. Domestic Volunteers Service Act: Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 [42 USC 5044(g), 5058].

H. Income of a live-in aide: (as defined in this policy).

I. Job Training Partnership Act: Payments received from the Job Training Partnership Act [29 USC 1552(b)].

J. Hazardous Duty Pay: For a family member in the Armed Forces away from home and exposed to hostile fire.

K. Minor Income: Income from employment of children (including foster children) under the age of eighteen (18).

L. Foster Care: Payment received for the care of foster children.

M. Alaska Native Claims Settlement Act: Payments received under the Alaska Native Claims Settlement Act [43 U.S.C. 1626(a)], or reparation payments made by foreign governments in connection with the Holocaust.

N. Submarginal Land Income: Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 U.S.C. 459(e)].

O. Home Energy Assistance Program: Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program [42 U.S.C. 8624(f)].

P. Grand River band of Ottawa Indians: Income derived from the disposition of funds of the Grand River band of Ottawa Indians (Pub. Law 94-540, 90 Stat. 2503-2504).

Q. Indian Claims Commission or the Court of Claims: The first $2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior [25 U.S.C. 117(b), 1407].

R. Older Americans Act: Payments from Programs under Title V of The Older Americans Act of 1965 [42 U.S.C. 3056(f)].

S. HUD Training: Amounts received under training programs funded by the Department of Housing and Urban Development.

T. Plan to Attain Self-Sufficiency: Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

U. Other Publicly Assisted Programs: Amounts received by a participant in other publicly

assisted programs which are 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.

V. Earned Income Tax Credit Refund: For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.

W. A Resident Service Stipend: A resident stipend is a modest amount (i.e., $200 or less per month), received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and resident management. No resident may receive more than one such stipend during the same period of time. The exclusion exempts resident service stipends from annual income, but only if the resident service stipend does not exceed $200 per month. Compensation from state or local employment training programs and the 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 a limited period as determined in advance.

X. Adoption Assistance Payments: Income payments received for the care of adopted children to the extent that the payments exceed $480 per adopted child.

Y. Student Financial Assistance: This exclusion exempts from annual income all amounts received from student financial assistance. Student financial assistance is interpreted broadly to include various scholarships, educational entitlements, grants, work-study programs and financial aid packages.

Z. Earned Income of Full-Time Students: This exclusion exempts earnings in excess of $480 for each full-time student eighteen years old or older, except for the head of household and spouse. The exemption only applies to earnings in excess of $480 since the family already receives a $480 deduction from income for any full-time student.

AA. Adult Foster Care Payments: This exclusion removes from the computation of annual income payments for the care of foster adults, usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone. Currently, only payments for the care of foster children are excluded from annual income. In adding this exclusion, the Department is not requiring that housing authorities or owners permit foster adults in assisted housing.

BB. Compensation from state or local Job Training Programs and Training of Resident Management Staff: this exclusion exempts compensation received from qualifying employment training programs and the training of resident management staff. To qualify under this exclusion, the compensation received must be a component of a state or local Employment Training Program with clearly defined goals and objectives. Moreover,

only the compensation received incident to the training program is excluded, (i.e., any additional income received during the training program, such as welfare benefits, will continue to be counted as income). In addition, this exclusion only covers compensation received while the resident participates in the employment training program and the duration of participation must be for a limited period determined in advance. An example of compensation which falls under this exclusion is compensation received from on-the-job training and during apprenticeship programs.

CC. Property Tax Rebates: This provision excludes state rent credits and rebates for property taxes paid on a dwelling unit.

DD. Home Care Payments for Developmentally Disabled Children or Adult Family Members: This exclusion exempts amounts paid by a state agency to families who have developmentally disabled children or adult family members living at home. States that provide families with home care payments do so to offset the cost of services and equipment needed to keep a developmentally disabled family member at home.

EE. Deferred periodic payments: Of supplemental security income and social security benefits that are received in a lump sum payment.

59. Infant: A child under the age of two years.

60. Initial Contract Rent: In the certificate program, the contract rent at the beginning of the initial lease term.

61. Initial HA: In portability, the term refers to both:

A. An HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA.

B. An HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.

62. Initial Lease Term: The initial term of the assisted lease. The initial lease term must be for at lease one year.

63 Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

64. Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

65. Interim Redetermination of Rent: Changes of rent between admissions and reexaminations and the next succeeding reexamination.

66. INS - The U. S. Immigration and Naturalization Service.

67. Jurisdiction: The area in which the HA has authority under State and local law to administer the program.

68. Lease:

A. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the HA.

B. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement established the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the HA. For purposes of part 982, the cooperative is the Section 8 "owner" of the unit, and the cooperative member is the Section 8 "tenant".

69. Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD.

70. Live-in-Aide: A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:

A. Is determined by the HA to be essential to the care and well-being of the person(s),

B. Is not obligated for support of the person(s),

C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family; and,

D. A Live-in-Aide must be approved, in advance, by the HA.

71. Low-Income Family: A family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families. (Section 982.201(b) describes when a low-income family are income-eligible for admission to the certificate or voucher program).

72. Manufactured Homes: A Manufactured structure that is built on a permanent chassis, that is designed for use as a principal place of residence, and meets the HQS.

73. Manufactured Home Space: In manufactured home space rental: a space leased by an owner to a family. An manufactured home owned and occupied by the family is located on the space.

74. 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.

75. 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.

76. Minimum Rent: Families assisted under the Public Housing program pay a monthly "minimum rent" of not more than $50.00 per month. The HA has the discretion to establish the "minimum rent" from $0 up to $50. The minimum rent established by this HA is $50.00.

77. Minimum Rent Hardship Exemptions:

A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

B. The family has lost eligibility for, or is awaiting an edibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

C. The family would be evicted as a result of the implementation of the minimum rent.

D. The income of the family has decreased because of changed circumstance, including loss of employment.

E. A death in the family has occurred which affects the family circumstances.

F. Other circumstances which may be decided by the HA on a case by case basis.

(1) All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

(2) If a resident requests a hardship exemption (**prior to the rent being delinquent)** under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

78. 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.)

79. Mixed Family - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

80. Monthly Adjusted Income: One-twelfth of Adjusted Annual Income.

81. 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.

82. Mutual Housing: See definition of “cooperative housing,” above.

83. 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.

84. Net Family Assets: Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this HA shall include the value of any business or family assets disposed of by an applicant or Tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.

85. Noncitizen - A person who is neither a citizen nor national of the United States.

86. Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the federal register document that invites applications for funding. The document explains how to apply for assistance and the criteria for awarding the funding.

87. Over-FMR Tenancy: In the Certificate program: the tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

88. Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.

89. Participant: A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family.

90. Payment Standard: In a voucher or over-FMR tenancy the maximum subsidy payment for a family (before deducting the family contribution). For a Voucher tenancy, the HA sets a payment standard in the range from 80 percent to 100 percent of the current FMR/exception rent limit. For an over-FMR tenancy, the payment standard equals the current FMR/exception rent limit.

91. Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA.

92. Preference: At the option of the HA, a preference system can be used to select among applicant families.

93. Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

94. Private Space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

95. Program: The tenant-based certificate or voucher program.

96. Project Based: Rental assistance that is attached to the structure.

97. Project Based Certificate Program: Project-based assistance under 24 CFR, part 983, using funding under the consolidated ACC for the HA certificate program.

98. Reasonable Rent: A rent to owner that is not more than either:

    A. Rent charged for comparable units in the private unassisted market; or

    B. Rent charged by the owner for a comparable unassisted unit in the building or premises.

99. Receiving HA: In portability, an HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a certificate or voucher, and provides program assistance to the family.

100. Recertification: Recertification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.

101. 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.

102. Regular Tenancy: In the certificate program: a tenancy other than a over-FMR tenancy.

103. Remaining Member of the Tenant Family: The person(s) of legal age remaining in the subsidized unit after the person(s) who signed the certificate or voucher has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year before becoming eligible for Section 8 subsidy as a remaining family member. This person must complete forms necessary for Section 8 assistance within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (note more than 60 calendar days for the date individual request head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required Section 8 subsidy documents and cure any monetary obligations in order to maintain assistance. 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 an informal hearing. The informal hearing process is described in Section XI., of this policy.

104 Rent to Owner: The total monthly rent payable to the owner under the lease for the unit. Rent to Owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

105. Residency Preference: An HA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area.

106 Residency Preference Area: The specified area where families must reside to qualify for a residency preference.

107. Set-Up Charges: In a manufactured home space rental: charges payable by the family for assembling, skirting and anchoring the manufactured home.

108. Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

109. 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.

110. Single Room Occupant (SRO): Single Room Occupancy (SRO) Housing is a unit which does not contain sanitary facilities or food preparation facilities, or which contains one but not both types of facilities, and is suitable for occupancy by an eligible individual who is capable of independent living. SRO Housing is not substandard solely because it does not contain sanitary

facilities or food preparation facilities, or both.

111. Special Admission: Admission of an applicant that is not on the HA waiting list, or without considering the applicant's waiting list position.

112. Spouse: A spouse is the legal husband or wife of the head of the household. This includes common law marriage.

113. Subsidy Standards: Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.

114. Suspension: Stopping the clock on the term of a family's certificate or voucher on the date that the HA receives the request for lease approval by the family (See also Section XIII 3, E ,(1).

115. Temporarily Absent Family Members: Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

116. Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

117. Tenant-Based: Rental assistance that is not attached to the structure.

118. Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the tenant rent is zero and there is a utility reimbursement payment (URP). The URP is the difference between the total tenant payment or minimum rent and the utility allowance.

119. Total Tenant Payment (TTP): The TTP for families participating in the certificate and moderate rehabilitation programs must be at least $50.00, which is the minimum rent established by the HA.

A. For the Certificate and Moderate Rehabilitation Programs, the TTP must be the greater of:
   (1) 30 percent of family monthly adjusted income;
   (2) 10 percent of family monthly income;
   (3) Welfare rent (if applicable) in as-paid states; or
   (4) $50.00, which is the minimum rent set by the HA.

Note:
It is possible for certificate and moderate rehabilitation families to qualify for a utility reimbursement

despite the requirement of a minimum rent. For example, if a certificate 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.

B. For the Voucher Program.

(1) the TTP is the same as A (1), (2) and (3) above. The utility allowance is applicable for the Voucher Program. Voucher families will pay the owner the difference between the monthly rent the owner the difference between the monthly rent to owner and the housing assistance payment. Voucher families will also pay the cost of tenant-furnished utilities under the lease (Reference Notice 96-7 (HA) for Section 8 Voucher Program Minimum Rent Calculation Worksheet).

(2) For families admitted to the program after 12/20/1998, and when the HA adopted payment standard exceeds the gross rent and the family remains in the same unit or complex the gross rent will be used as the payment standard.

120. Utilities: Utilities may include water, electricity (including air conditioning if applicable. See CFR 982.517), gas, garbage, and sewage services and, where applicable, trash and garbage collection.

121. Utility Allowance: The utility allowance, if any, determined for the Section 8 program for tenant purchased utilities (except telephone) that are normally included in rent.

122. Utility Hook-Up Charge: In a manufactured home space rental: costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical or sewer line.

123. Utility Reimbursement Payment (URP) Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment or minimum rent for the family occupying the unit.

124. Very Low-Income Family: A lower Income Family means a family whose annual income does not exceed fifty (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 family incomes.

125. Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use, attempted use, or threatened use of physical force against the person or property of another.

126. Voucher: A document issued by an HA to a family selected for admission to the voucher program. The voucher describes the program, and the procedures for HA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

127. 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.

128. Waiting List Admission: An admission from the HA waiting list.

129. 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.

SECTION V. APPLYING FOR ASSISTANCE

1. How to Apply:

   A. Families wishing to apply for housing assistance shall complete an application for public assistance.

   B. Applications will be accepted at the following location:

      737 South Orange Street
      Eufaula, Alabama
      334-687-2451

   C. Applications are taken to compile a waiting list. Due to the demand for housing in the HA's jurisdiction, the HA may take applications on an "open enrollment" basis, depending on the length of the waiting list.

   D. Completed applications will be accepted for all applicants and the information will be verified by the HA.

   E. Applications may be made in person at the HA during specified dates and business hours posted at the HA's Office.

   F. The application must be dated, time-stamped, and referred to the HA's office where Section 8 applications are processed.

   G. 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 available for the deaf. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

2. Closing of Application Taking: If the HA is taking applications, the HA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to be housed within the next 12 month period.

3. Opening of Application Taking: When the HA decides to start taking applications the following procedures will be followed:

Note:
The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice must contain the following:

A. The HA will publish the date applications will be accepted and the location where applications can be completed.

Note:
If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.

B. Advise families that applications will be taken at the designated office;

C. Briefly describe the Housing Assistance program; and

D. State that applicants for Section 8 assistance must specifically apply for Section 8 assistance and that applicants for Section 8 assistance may also apply for to Public Housing and they will not lose their place on the Section 8 Housing waiting list if they also apply for Public Housing.

E. 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.

4. Application Period (Dates): The application taking closing date may be determined administratively at the same time that the HA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of Section 8 Certificates or Housing Vouchers allocated.

SECTION VI. MISSED APPOINTMENTS FOR APPLICANT OR PARTICIPANT

1. Missed Appointment Without Notification: An applicant or person receiving assistance who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process or assistance for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

A. Complete Application

B. Bringing in Verification Information

C. Program Briefing

D. Leasing Signature Briefing

E. HQS Inspections

F. Recertification

G. Interim Adjustment

H. Other Appointments or Requirements to Bring in Documentation as Listed in this Plan

I. Scheduled Counseling Sessions

2. Process when Appointment(s) are Missed: For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the HA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing pursuant to Section XI.

   If the representative of the HA makes a determination in favor of the applicant or participant, the HA will comply with decision unless the HA is not bound by a hearing decision concerning a matter for which the HA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554(c) and 982.555(b).

3. Letters Mailed to Applicants by the HA: If an applicant claims they did not receive a letter mailed by the HA, that requested the applicant 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 will be assumed to have received the letter.

   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.

SECTION VII. MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated

because of the act of fraud by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

SECTION VIII. SECTION 8 ELIGIBILITY CRITERIA

1. Eligibility: All individuals who are admitted to the Section 8 Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:

   A. The applicant family must qualify as a family as defined in Section IV.

   B. The applicant family's Annual Income as defined in Section IV, must not exceed income limits established by HUD for the Section 8 Programs.

   C. Head of Household must be:
      (1) 19 years of age or older,
      (2) 18 years of age and married (not common law), or
      (3) A person that has been relieved of the disability of non-age by a juvenile court.

2. Ineligible: Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list or offered Section 8 assistance under the following circumstances:

   If the applicant's annual family income exceeds the Income Limits established by HUD and published in the Federal Register, the applicant will be declared ineligible.

3. Informed of Ineligibility: If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be received by the HA within the time frame established by the HA for the meeting.

4. Single Person: In addition, under Section 24 CFR 5.405, the HA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family (Ref CFR 5.403). Single persons are only eligible for a one bedroom certificate or voucher.

5. Declaration of Citizenship: Section 214 of the Housing and Community Development Act of 1980 prohibits HA's from making financial assistance available to a person other than United

States citizens, nationals, or certain categories of eligible noncitizens in HUD's assisted housing programs. This law is referred to as the Noncitizens Rule" and is effective June 19, 1995.

6. Adding a Person to the Program: Once an applicant becomes a participant in the HA's tenant-based program, the head of household must request permission to add another person to the program (Except for birth, adoption or court-awarded custody of a child).The person being added must meet all eligibility requirements before the HA will approve any addition to the tenant-based program.

SECTION IX. VERIFICATION AND DOCUMENTATION

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

1. Social Security Number (SSN): Submit SSN; or sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.

   Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

   The HA will accept copies of the Social Security card only when it is necessary for the HA to verify by mail the continuing eligibility of participating families.

   If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;
   These documents include:

- Drivers license, that displays the SSN.
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099, or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies

- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of Social Security benefits with the Social Security Administration

Note:
If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

Applicants may not become participants until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances requires an extension. The decision will be made by a HA representative and documented, in writing, and placed in the applicant's file.

2. Employer Identification Number (EIN) and applicable consent form.

3. Additional Documentation that **may be** required in determining eligibility:

- Temporary Assistance To Needy Families (TANF)
- Birth Certificate, or Drivers License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
- Child Care Verification
- Credit References (History)
- Employer's Verification
- Landlord Verification
- Social Security Benefits
- Assets Verification
- Bank Accounts: Checking Accounts - $500 + Balance
- Saving Accounts - $100 + Balance
- Marriage Certificate: If a marriage certificate is not available the following information is acceptable
- Drivers License that displays the same address and last names
- Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
- Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City of County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
- The couple also certifies in their application for housing that they are married.
- Personal References: Personal references (other than from family members) may be

used when an applicant cannot produce prior rental history records. Personal References must be notarized.

- Police Report(s)
- Current reports from drug treatment centers or facilities
- Supplemental Social Security Income (SSI) Benefits
- Unemployment Compensation
- VA Benefits
- Documentation to support medical expenses
- Any other reasonable information needed to determine eligibility may be requested by the HA.

Note:

For the purposes of this plan, if a member of the current family has committed acts of fraud or has an arrest record, including a drug related arrest, that reflects that the family member may be a danger to the health, safety, or welfare of the community then that person will not be allowed to be a participant on the program. The HA shall prohibit assistance to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

Individuals who have been evicted from any housing complex for engaging in criminal activities, including drug-related criminal activities may be denied assistance.

4. Separation with Children: Separation means the ending of co-habitation by mutual agreement. If an applicant is separated from a person and has children by that person or former spouse, applicant must provide at least one of the verifications listed below:

   A. A FINAL divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.

   B. Receiving court-ordered child support from former spouse.

   C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.

   D. If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, either through the circuit clerks office, Department of Human Resources, or through a court referee.

   E. Receiving TANF through the Department of Human Resources for former spouse's children.

   F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.

G. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.

H. Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.

I. A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.

J. Food stamp verification. If no other documentation is available.

5. Separation - No Children: If applicant is separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:

A. A FINAL divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.

B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.

C. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.

D. Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.

E. A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.

F. Food Stamp Verification. If no other documentation is available.

Note:
This section also applies to program participants.

6. U. S. Citizenship Verification and Appeal Procedures: The housing authority (HA) must follow the verification procedures (to be provided by HUD) and verify the person or persons declaration of U. S. citizenship through the INS SAVE system.

Once the verification is completed and verification from the INS SAVE system confirms the declaration of U. S. Citizenship and the applicant(s) meets all other conditions for occupancy, as outlined in the Admissions and Continued Occupancy Policy (ACOP), Section VIII Admission Eligibility Criteria, or the Section 8 Administrative Plan, Section VIII Section 8 Eligibility Criteria (as appropriate), the application will be processed for assistance.

If the INS SAVE system does not confirm U. S. citizenship, the HA must request that a manual search be conducted of INS records. The HA must request the secondary verification (manual search) by INS within ten calendar days of receipt of the initial failed verification. INS will issue a decision within 30 days of its receipt of the request for a secondary verification. If the secondary verification fails to confirm eligible immigration status, the HA shall notify the family of the right of appeal to INS. If INS is unable to issue a decision within 30 days, the INS will inform the family and the HA of the reasons for the delay. When the HA receives a copy of the INS decision (and the decision does not confirm the declaration of U. S. citizenship), the HA will notify the family of its right to request an informal hearing. The informal hearing will be conducted in accordance with Section XI.

A. Assistance to an applicant may <u>not</u> be delayed, denied, or terminated, if:
   (1) The primary and secondary verification of any immigration documents that were timely submitted has not been completed;
   (2) The family member of whom required evidence has not been submitted has moved;
   (3) The family member who is determined not to be in an eligible immigration status following INS verification has moved;
   (4) The INS appeals process has not been concluded;
   (5) For a tenant, the HA hearing process has not been concluded;
   (6) Assistance is prorated;
   (7) Assistance for a mixed family is continued.

B. Assistance to an applicant shall be denied, and a tenant's assistance shall be terminated, upon the occurrence of any of the following:
   (1) Evidence of citizenship (i.e., the declaration) is not timely submitted;
   (2) Evidence of citizenship and eligible immigration status is timely submitted but INS primary and secondary verification does not verify eligible immigration status;
   (3) The family does not pursue INS appeal or HA informal hearing rights;
   (4) INS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

C. Notice must be given to the family and shall advise:
   (1) That financial assistance or housing will be denied or terminated, and provide a brief explanation of the reasons;
   (2) That they may be eligible for proration of assistance;
   (3) In the case of a tenant, the criteria and procedures for obtaining relief for mixed families and other families; and,
   (4) Any future appeal rights have been exercised.

7. <u>Criminal Records Management Policy</u>: All adult applicants and tenants shall complete an "Authorization for Release of Police Record." The HA shall request an National Crime Information Center (NCIC) check for criminal history for an applicant or tenant. Applicants and tenants may be requested to furnish fingerprints for this purpose through the local law

enforcement office to be sent to the FBI. NCIC information shall be furnished to the HA pursuant to the agreement between the U.S. Department of Housing and Urban Development and the U. S. Department of Justice Regarding Access to National Crime Information Center Data.

For the purpose of screening applicants, lease enforcement and eviction the HA or its Agents will attempt to obtain NCIC reports and any police records from law enforcement agencies related to a persons criminal conviction records for persons eighteen (18) years of age or older. The HA may also request this information for juveniles, to the extent that the release of such information is not prohibited by State, local, or tribal laws.

Before the HA takes any adverse action based on a criminal conviction record, the HA or its Agents must provide the applicant or tenant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record. For applicants, the copy will be provided at a hearing. The hearing is afforded to each applicant that is denied admission and provides the applicant the opportunity to dispute any information used to deny an applicant housing assistance. For participants, the copy will be provided in accordance with the HA's Informal Review or Hearing Procedure.

The HA will keep all criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/tenant which are used as the basis of denying tenancy or eviction are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term "adult" means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Access shall be limited to those employees approved by the Executive Director.

Records shall be destroyed once action is taken and any grievance procedure, or court proceeding is completed. A notice of record destruction shall be maintained in a separate file.

The HA will work through their local law enforcement agencies to obtain information from NCIC. Also, the HA may pay reasonable fees charged by law enforcement agencies that provide the information. The applicant or tenant may not be charged for any expenses related to the investigation.

SECTION X. GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE

1. Denied Admission: The HA may deny an applicant admission to participate in the Section 8 Program or, with respect to a current participant, may refuse to issue another Certificate or Voucher for a move to another unit, approve a new lease, or execute a new Contract for the Section 8 participant, if the applicant or participant: (Ref: 24 CFR 982.552).

   A. Owes rent, other amounts, or judgments to any HA or any other federally subsidized housing program, the applicant will be declared ineligible. At the HA's discretion, the

applicant may be declared eligible upon payment of the debt, with the date and time of application being the time of payment and meeting other criteria.

Note:
Applicants that owe a HA or any other federally subsidized program funds will not be processed for receiving assistance. The applicant must pay the funds owed prior to the application being processed. Re-paying funds that are due <u>does not necessarily</u> qualify an applicant for housing assistance. 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.

B. As a previous participant in the Section 8 Program or as a participant in the Public Housing Program, the applicant has not reimbursed the HA or another HA for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the Family under its lease and for a vacated unit.

C. Has violated any Family obligation listed on the certificate or voucher.

D. Engage in drug-related criminal activity or violent criminal activity, including criminal activity by the Family member. (Reference 24 CFR 982.553(a)(1)(2).

E. Breaches a repayment agreement to the HA and/or owner.

F. Committed acts which would constitute fraud in connection with and/or has been evicted from any federally assisted housing program.

G. Did not provide information required within the time frame specified (the applicable dates are contained in the letters from the HA to the applicant) in during the application process.

H. The HA shall deny the admission of a Family, if the applicant, or any member of the applicant's family does not sign and submit consent forms that are provided by the HA for the purpose of verifying employment and income information.

I. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the assistance will be terminated for such misrepresentation.

J. 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. The applicant and all adults further agree to provide fingerprints if requested. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information used upon proper request.

K. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of program requirements, the applicant may be declared ineligible.

L. If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:

(1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
(2) has successfully completed a supervised drug or alcohol rehabilitation program;
(3) has otherwise been rehabilitated successfully; or
(4) is participating in a supervised drug or alcohol rehabilitation program.
(5) if any household includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

2. Notification of Denial: If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal review on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal review (verbal and/or in writing) with the HA. (Reference Section XI)

3. Time Frames for Denial: As a general rule applicants may be denied admission to the Section 8 Programs for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

A. Denied admission for one year for violation of certificate/voucher and illegal use, or possession for personal use, of a controlled substance or alcohol.

B. Denied admission for three (3) years for the following:

Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity 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.

C. Denied admission for five (5) years for the following:

(1) Fraud (giving false information on the application is considered fraud).
(2) 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.

D. Denied admission for ten (10) years for a conviction of Drug Trafficking.

E. 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.

F. 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 the assisted housing. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

SECTION XI. APPLICANT DENIED ASSISTANCE AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW OR PARTICIPANT ASSISTANCE IS TERMINATED AND PROVIDED OPPORTUNITY FOR INFORMAL HEARING

1. Applicant Informal Review: The HA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the HA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review. The request must be in writing and presented to the HA within ten days of the notice of denial.

   A. Informal Review Process: The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. The review may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given an opportunity to present written or oral objections to the HA decision. The HA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision.

   B. Informal Review Not Required: An informal review is not required to be given by the HA in the following circumstances:
      (1) Discretionary administrative determinations by the HA.
      (2) General policy issues or class grievances.
      (3) A determination of the family unit size under the HA subsidy standards.
      (4) An HA determination not to approve the suspension or extension of a certificate or voucher term.
      (5) A determination not to grant approval to lease a unit under the program, or to approve a proposed lease.
      (6) A determination that a unit selected by the applicant is not in compliance with HQS.
      (7) A determination that the unit is not in accordance with HQS because of the family size or composition.

2. Participant Informal Hearing: The HA must give an opportunity to the participant for an informal

hearing to consider whether the HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and HA policies. Under the following circumstances:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance for tenant-paid utilities from the HA utility allowance schedule.
- A determination of the family unit size under the HA subsidy standards.
- A determination that the certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
- A determination to terminate assistance for a participant family because of the family's action or failure to act.
- A determination to terminate assistance because the participant family has been absent from the assisted unit for more than fourteen days in a calendar year.

Note:
In the cases described hereinabove, the HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

A. The HA is not required to give an informal hearing for any of the following:
   - Discretionary administrative determinations by the HA.
   - General policy issues or class grievances.
   - Establishment of the HA schedule of utility allowances for families in the program.
   - A HA determination not to approve an extension or suspension of a certificate or voucher term.
   - A HA determination not to approve a unit or lease.
   - A HA determination that an assisted unit is not in compliance with HQS. Provided, however, that the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in the Certificate/Voucher/Lease Addendum, or in other HUD rules and regulations or HA policies.
   - A HA determination that a unit is not in accordance with HQS because of the family size.
   - A HA determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.

B. Notice to the Family: The HA must notify the family that the family may ask for an explanation of the basis of the HA determination, and if the family does not agree with the determination, the family may request an informal hearing on the decision. The housing authority must give the family prompt written notice that the family may request a hearing, and this notice must contain a brief statement of the reasons for the decision, state that if the family does not agree with the decision, the family my request an informal hearing on the decision. The family has ten days from the date of the notice to request in writing an informal hearing. The hearing will be scheduled by the HA within ten days from the date of the request.

C. Hearing Procedures: The HA must give the participant an opportunity for an informal hearing of the HA decision terminating assistance to the participant. The hearing may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HA hearing procedures. The HA and the participant shall each have the right to review any and all relevant documents which may used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party. The participant may be represented by a lawyer or other representative at the hearing. Costs of representation shall be the responsibility of the participant. The participant must be given an opportunity to present written or oral objections to the HA decision. The HA and the family must be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The HA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision. Factual determination relating go the individual circumstances of the family shall be based upon a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

SECTION XII. SECTION 8 APPLICANT SELECTION PROCESS

1. <u>Certificate or Housing Voucher Selection and Participation Process:</u>

A. Equal Opportunity: The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This HA shall not deny any family the opportunity of applying for a Certificate of Family Participation or Housing Voucher.

B. Types of Selection: The HA may admit an applicant for participation in the program either:
(1) as a special admission (see definition below), or
(2) as a waiting list admission. Also, a Section 8 Participant is responsible for

finding an existing housing unit suitable to the holder's needs and desires (Reference 24 CFR 982.353, Where family can lease a unit).

C. Special Admissions: If HUD awards the HA program funding that is targeted for families living in specified units:

(1) The HA must use the assistance for the families living in these units.

(2) The HA may admit a family that is not on the HA waiting list, or without considering the family's waiting list position. The HA must maintain records showing that the family was admitted with HUD-targeted assistance.

(3) For housing covered by the Low-Income Housing Preservation and Resident Home ownership Act of 1990 (41 U.S.C. 4101 et seq.):

(4) A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

(5) A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

2. Organization of the Waiting List: The HA waiting list must contain the following information for each applicant listed:

A. Applicant name;

B. Family unit size (number of bedrooms for which family qualifies under HA occupancy guidelines);

C. Date and time of application;

D. Local Preferences, if applicable.

3. Order of Selection from the Waiting List:

A. When a Certificate or Housing Voucher is available, the HA will select the family at the top of the waiting list in accordance with Section XII., 2. above. The order of admission from the waiting list **MAY NOT** be based on family size, or on the family unit size for which the family qualifies for under the HA occupancy guidelines. If the HA does not have sufficient funds to subsidize the family unit size of the family at the top the waiting list, the HA **MAY NOT** skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.

B. Provided, however, the provisions of the Deconcentration Rule, contained within this policy, shall supercede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.

4. Maintaining the Waiting List: The HA will remove an applicants name from the waiting list for the following:

A. The HA will remove names of applicants who do not respond to HA request for information or updates.

B. The HA will remove the names of applicants who refuse the HA's offer of tenant-based assistance.

Note:
An applicant on the HA's Section 8 waiting list may refuse the HA's initial offer of a housing voucher, if the family wants to wait for a certificate. The family does not lose its place on the waiting list because of its refusal. The family also may refuse a HA's initial offer of a certificate if it wants to wait for a housing voucher. If the family refuses the second form of assistance, the HA will remove the family from the waiting list (as outlined below).

5. Procedure for Removing an Applicants Name from the Waiting List. The applicant will be notified by the HA, in writing, that they have ten (10) calendar days, from the date of the written correspondence, to respond to the HA's request. The correspondence will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The HA's system of removing applicants names from the waiting list **WILL NOT** violate the rights of a disabled person(s). If an applicant's failure to respond to a request from a HA for information or updates was caused by the applicant's disability, the HA will provide reasonable accommodations and give the applicant an opportunity to respond. An example of a reasonable accommodation would be to allow an applicant to be reinstated on the waiting list based on the original date and time of their application. If the applicant indicates that they did not respond due to a disability. If the disability is not apparent, the HA may request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to their disability.

6. Purging the Waiting List: To ensure that the HA's waiting list reflects the most current applicant information the waiting list will be updated and purged every twelve (12) months.

7. Verification of Preference (timing), if applicable: 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.

SECTION XIII. ORIENTATION OF FAMILIES AND ISSUANCE OF CERTIFICATE OR HOUSING VOUCHER

1. Briefing: The purpose of the briefing is to go over the Certificate or Housing Voucher holders packet in order to fully inform the participant about the program so that he/she will be able to discuss it with potential landlords.

2. Briefing Attendance Requirement: All families (head of household) are required to attend the

briefing when they are initially issued a Certificate or Housing Voucher. No Certificate or Housing Voucher will be awarded unless the household representative has attended a briefing.

Failure to attend a scheduled briefing (without notice to the HA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of a applicant, without good cause, to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review as outlined in Section XI above.

3. Format of the Briefing: When a Family is initially receives its Certificate of Family Participation or Housing Voucher, a full explanation (oral) of the following shall be provided to assist the Family in finding a suitable unit and to apprize the Family of its responsibilities and the responsibilities of the Owner (this may be done either in group or individual sessions depending on the circumstances). Also, families will be given adequate opportunity to raise questions and to discuss the information listed below: (Reference 24 CFR 982.301).

A. A description of how the program works;
B. Family and Owner Responsibility; and
C. Where the family may lease a unit, including renting a dwelling unit inside or outside the HA jurisdiction.

Note:
For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the briefing must include a explanation of how portability works. The HA may not discourage the family from choosing to live anywhere in the HA jurisdiction, or outside the HA jurisdiction under portability procedures.

D. If the family is currently living in a high poverty census tract in the HA jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families.

E. When issuing a Certificate or Housing Voucher, the HA shall give the Family a Section 8 Participant's Packet, which includes: (Reference 24 CFR 982.301).
(1) The term of the certificate or voucher is 60 days. A Certificate and Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the HA to inquire about assistance the HA can provide the family in locating suitable housing. The family must submit a Request for Lease Approval within the 60-day period unless an extension has been granted by the HA. Once the family has submitted a Request for Lease Approval the clock **is stopped** and/or suspended on the term of the certificate or voucher (See

"Suspension"). When the clock is stopped (suspended), the time remaining days will be reinstated to the initial 60-day period of the Certificate or Voucher, if necessary. If the unit is not approved for any reason, the remaining days will be reinstated to the initial term of the certificate/voucher. If the initial term is not adequate for finding a unit to lease, the family may request an extension of the initial term as described below.

(2) Requesting for extensions of the term. A family may request an extension of the Certificate or Voucher time period. All requests for extensions should be received prior to the expiration date of the Certificate or Voucher. Extensions are permissible at the discretion of the HA primarily for the following reasons:

- (a) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 60-day time period. The HA representative will verify the extenuating circumstances prior to granting an extension.
- (b) The family has evidence that they have made a consistent effort to locate a unit and request support services from the HA, throughout the initial 60-day period with regard to their inability to locate a unit.
- (c) The family has turned in a Request for Lease Approval prior to the expiration of the 60-day time period, but the unit has not passed HQS.
- (d) Time Period for extensions: A HA representative may grant one or more extensions not to exceed a total of 60 days. The initial term plus any extensions **MAY NOT** exceed 120 calendar days for the beginning of the initial term.
- (e) Extensions for Disabled Persons: The HA representative must grant an extension of up to 120 days for persons who are disabled.

(3) How the HA determines the housing assistance payment for a family;

- (a) For the certificate program, information on the FMRs and the HA utility allowance schedule; and
- (b) For the vouchers program, information on the payment standard and the HA utility allowance schedule.

(4) How the HA determines the maximum rent for an assisted unit;

(5) What the family should consider in deciding whether to lease a unit, including:

- (a) The condition of the unit;
- (b) Whether the rent is reasonable;
- (c) The cost of any tenant-paid utilities and whether the unit is energy-efficient; and
- (d) The location of the unit, including proximity to public transportation (if applicable), centers of employment, schools and shopping.

(6) Where the family may lease a unit. For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;

(7) The HUD-required "lease addendum" (The lease addendum is the language that must be included in the lease).

(8) The form of request for lease approval, and an explanation of how to request HA approval to lease a unit;

(9) A statement of the HA policy on providing information about a family to prospective owners (See Section XV. 3 below);
(10) The HA subsidy standards, including when the HA will consider granting exceptions to the standards;
(11) The HUD brochure on how to select a unit;
(12) The HUD lead-based paint (LBP) brochure;
(13) Information on federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form;
(14) A list of landlords or other parties know to the HA who may be willing to lease a unit to the family, or help the family find a unit;
(15) Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the HA that may be available;
(16) Family obligations under the program;
(17) The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act; and
(18) The informal hearing procedures. This information must describe when the HA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

4. Approval of Lease and Execution of Related Documents: Reference: 24 CFR 982.302 and 982.305.

When a family finds a unit, and the owner is willing to lease the unit under the program, the family may request the HA to approve the lease and unit.

Note:
Property Owners cannot participate in the program if they are disapproved by the HA as outlined in Section XIV below.

A. If the HA determines that a unit which an Eligible Family wishes to lease meets HQS and the proposed Lease is approval, the HA shall notify the Owner and the Family of its determination of Lease approval.

B. After receiving notification from the HA, the Owner and HA representative shall schedule a meeting and execute and sign the Contract. After the contact is executed, the Owner and Family shall execute and sign the Lease and provide a copy to the HA.

C. The HA shall retain the following in its files:
(1) The Request for Lease Approval;
(2) The approved Lease;
(3) Inspection report;
(4) HA certification that the current rent being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management and maintenance service of such unit. This certification will be maintained for three years to comply with HUD regulations

and HUD inspections; and,

(5) Executed Contract.

SECTION XIV. HA DISAPPROVAL OF OWNER

1. Owner Debarred: The HA must not approve a unit if the HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation. Also, when directed by HUD, the HA must not approve a unit if:

   A. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and the action is pending; or

   B. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

2. HA Administrative Discretion: The HA will deny approval to lease a unit from an owner for any one of the following:

   A. Owner has violated obligations under a HAP contract.

   B. Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

   C. The owner has engaged in drug-trafficking.

   D. The owner has a history or practice on non-compliance with the HQS requirements, State or local housing codes.

   E. The owner has not paid State or local real estate taxes, fines or assessments.

Note:
After May 18, 1998, if the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the HA must not approve the unit. However, if the housing authority determines that approval of the unit would provide reasonable accommodation for a family member who is a disabled person, the unit may be approved.

SECTION XV. OWNER RESPONSIBILITY FOR SCREENING TENANTS

1. Suitability for Tenancy: The HA must inform the owner that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility.

2. Family's Background: An owner may consider a family's background with respect to such

factors as:

A. Payment of rent and utility bills.

B. Caring for a unit and premises.

C. Respecting the rights of others to the peaceful enjoyment of their housing.

D. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others and compliance with other essential conditions of tenancy.

3. Information Provided Owner Concerning Tenancy: The HA must give the owner the family's current address (as shown in the HA records) and the name and address of the landlord at the family's current and prior addresses, if known to the HA. The HA will provide information to an owner for all participants when the HA possesses the following:

A. The tenancy history of family members, or
B. Drug-trafficking by family members.

SECTION XVI. WHERE A FAMILY CAN LEASE A UNIT WITH TENANT-BASED ASSISTANCE AND PORTABILITY PROCEDURES

1. Assistance in the Initial HA's Jurisdiction: The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the initial HA.

2. Portability - Assistance Outside the Initial HA Jurisdiction: Families living in the jurisdiction of the initial HA may receive tenant-based assistance to lease a unit outside the initial HA jurisdiction:

A. In the same State as the initial HA;

B. In the same metropolitan statistical area (MSA) as the initial HA, but in a different State;

C. In an MSA that is next to the same MSA as the initial HA, but in a different State; or,

D. In the jurisdiction of an HA anywhere in the United States that is administering a tenant-based program.

Note:
Applicants that apply for tenant-based assistance do not have any right to lease a unit outside the initial HA's jurisdiction during the twelve (12) month period from the time the family is admitted to the program. However, the family may lease a unit outside the initial HA's jurisdiction under portability procedures if both the initial HA and receiving HA agree.

3. Income Eligibility:

A. For admission to the certificate or voucher program, a family must be income eligible in the area where the family initially leases a unit with assistance in the certificate or voucher program.

B. A portable family transferring between the certificate and voucher programs must be income eligible for the new program in the area where the family leases an assisted unit. This requirement applies if the family is either: transferring from the initial HA's certificate program to the receiving HA voucher program, or transferring from the initial HA's voucher program to the receiving HA's certificate program.

C. If a portable family was already a participant in the initial HA certificate or voucher program, income eligibility is not redetermined unless the family transfers between the programs.

4. Leasing in Place: If the dwelling unit is approvable, a family may select the dwelling unit occupied by the family before selection for participation in the program.

5. Freedom of Choice: When the family selects eligible housing that meets all program requirements the HA may not directly or indirectly reduce the family's opportunity to select among available units.

6. Portability - Administration by the Initial HA Outside the Initial HA's Jurisdiction:

A. When a family moves under portability to an area outside the initial HA's jurisdiction, the initial HA must administer the assistance for the family if: the unit is located within the same State as the initial HA, in the same MSA as the initial HA (but in a different State), or in an MSA that is next to the same MSA as the initial HA (but in a different State), and no other HA with a tenant-based program has jurisdiction in the area where the unit is located.

B. If the above conditions exist, the family remains in the program of the initial HA. The initial HA has the same responsibilities for administration of assistance for the family living outside the HA's jurisdiction as for other families assisted by the HA within the HA's jurisdiction.

C. The initial HA may choose to use another HA, a private management entity or other contractor or agent to help the initial HA administer assistance outside the HA's jurisdiction.

7. Portability - Administration by Receiving HA:

A. When a family moves under portability to an area outside the initial HA jurisdiction,

another HA (the receiving HA) must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located. When this situation exist, the HA with jurisdiction in the area where the family wants to lease a units must issue the family a certificate or voucher. If there is more than one such HA, the initial HA may choose the receiving HA.

B. The receiving HA has the choice of assisting the family under either the certificate program or the voucher program. If the family was receiving assistance under the initial HA's certificate program, but is ineligible for admission to the voucher program, a receiving HA that administers a certificate program must provide continued assistance under the certificate program. If the family receiving assistance under the initial HA voucher program, but is ineligible for admission to the certificate, a receiving HA that administers a voucher program must provide continued assistance under the voucher program.

8. Portability Procedures: The initial HA must determine whether the family is income-eligible in the area where the family wants to lease a unit. The initial HA must advise the family how to contact and request assistance from the receiving HA. The initial HA must promptly notify the receiving HA to expect the family. The family must promptly contact the receiving HA, and comply with receiving HA procedures for incoming portable families. The initial HA must give the receiving HA the most recent HUD Form 50058 for the family, and related verification information. If the receiving HA opts to conduct a new reexamination, the receiving HA may not delay issuing the family a voucher or certificate or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility. When the portable family requests assistance from the receiving HA, the receiving HA must promptly inform the initial HA whether the receiving HA will bill the initial HA for assistance on behalf of the portable family, or will absorb the family into its own program. The receiving HA must determine whether to extend the certificate or voucher term. The family must submit a request for lease approval to the receiving HA during the term of the receiving HA certificate or voucher. The receiving HA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving HA. The receiving HA must promptly notify the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the certificate or voucher. To provide tenant-based assistance for portable families, the receiving HA must perform all HA functions, such as reexamination of family income and composition.

9. Absorption by the Receiving HA: If funding is available for the receiving HA, when a certificate or voucher is received, the receiving HA may absorb the family into the receiving HA's certificate or voucher program.

Note:
HUD may require a receiving HA to absorb all or a portion of the portable families.

10. Portability Billing: The receiving HA may bill the initial HA for housing assistance payment and administrative fees. The initial HA must promptly reimburse the receiving HA for the full amount

of the housing assistance payments (HAP) made by the receiving HA for the portable family. The amount of the HAP for a portable family in the receiving HA's program is determined in the same manner as for other families in the receiving HA program. The initial HA must promptly reimburse the receiving HA for 80 percent of the initial HA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving HA. HUD may reduce the administrative fee to an initial HA, if the HA dose not promptly reimburse the receiving HA for housing assistance payments or fees on behalf of portable families.

SECTION XVII. ABSENCE FROM THE ASSISTED UNIT

Absence means that no member of the family is residing in the unit. Families participating in the program may be absence for a period of 14 calendar days without notifying the HA. If the family anticipates being absence for more than 14 consecutive calendars days, the Head of Household must request written permission from the HA prior to leaving the assisted unit. The written request must be submitted 30 calendar days in advance of the anticipated absence. The HA my approve absences in excess of 14 consecutive calendar days for vacation, hospitalization or other good cause as presented to the HA by head of household. The HA will respond in writing within 10 calendar days of the receipt of the request for approved absence. The HA will not approve any request for absence for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.

Note:
If an emergency situations exist, such as hospitalization, the head of household must notify the HA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergency situations. The HA will respond verbally and follow-up its verbal determination in writing within ten calendar days of the verbal request.

SECTION XVIII. CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP

The HA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify the HA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the HA and request a determination. The request must be made with 10 calendar days of the break-up. The HA will consider the following factors in making this determination:

1. Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.

2. Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.

3. Physical Violence: Whether family members are forced to leave the unit as a result or actual or threatened physical violence against family members by a spouse or other member of the household.

The HA will issue a determination within 10 calendar days of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the HA established procedures if they disagree with the determination of the HA.

Note:
If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.

SECTION XIX. SUBSIDY STANDARDS

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Subsidy Standard Chart

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	3
2	2	5
3	3	7
4	4	9
5	5	12

Section 8 participants shall be issued a Certificates or Voucher based on the subsidy standard listed above. In determining family unit size for a particular family, the HA may grant an exception to the above subsidy standard if the HA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, unless a live-in-aide resides with the family. Any live-in-aide must be approved by the HA, in advance, and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live-in-aide must be counted in determining the family unit size.

A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

SECTION XX. INSPECTIONS OF PRIVATE LANDLORD'S PROPERTY:

When the HA receives a Request for Lease approval the HA shall inspect the unit for compliance with the HA's housing quality standards (HQS). The HA's inspector will inspect the unit for compliance with HQS standards and send the owner the results of the inspection. If there are defects or deficiencies which must be corrected in order for the unit to comply with HQS standards, the Owner shall be advised, in writing, by the HA of the work required to be done before a Contract can be executed. The unit will be reinspected to ascertain that the necessary work has been performed and the unit meets HQS standards for occupancy.

The HA will maintain a copy of every inspection and re-inspection report for three years, with one exception. If the unit inspected requires testing for Lead Based Paint and/or the unit requires treatment of chewable surfaces based on the testing, the HA shall keep **indefinitely the test results** and, if applicable, the Owner certification of the treatment. The inspection reports will specify the defects or deficiencies which must be corrected in order for the unit to be corrected for the unit to meet HQS standards. The inspection report will also reflect any other defects or deficiencies, that do not cause the unit to fail, in the event of a subsequent claim by the Owner that they were caused during the period of occupancy by the Family.

SECTION XXI. INSPECTION STANDARDS:

Before a unit can be approved of Occupancy under the Section 8 program, the unit must meet the performance requirements set forth in 24 CFR 982.401, which are the Housing Quality Standards (HQS).

1. <u>HQS Inspection Areas:</u> The following areas are included in HQS inspections:

   - Sanitary facilities;
   - Food preparation and refuse disposal;
   - Space and security;
   - Thermal environment;

- $ Illumination and electricity;
- $ Structure and materials;
- $ Interior air quality;
- $ Water supply;
- $ Lead based paint;
- $ Access;
- $ Site and neighborhood;
- $ Sanitary condition; and
- $ Smoke Detectors.

Note:
The HA's inspection only certifies that the unit meets HQS federal regulations and the HA is not responsible for items not included in the HQS inspection. The HA will use HUD approved inspection forms to perform Section 8 Inspections.

2. Types of HQS Inspections:

A. Initial Inspections: Performed by the HA staff after receiving the Request for Lease Approval from the applicant.

B. Yearly inspections as required by HQS for tenants continuing to receive assistance and remaining in the same unit.

C. Re-Inspections: Inspections that are performed by HA staff for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.

D. Quality Control Inspections: The Section 8 Coordinator will re-inspect five (5) percent (based on a random sample) of the total number of Section 8 units under HAP contract to insure that inspections are being performed in compliance with HQS standards. The Executive Director may perform some of the re-inspections, if necessary. The Section 8 Coordinator will maintain a file that documents the quality control inspections.

E. Special Inspections: These types of inspections may be necessary when a Federal Official visits the HA to perform a compliance review of the HA and/or the Owner may request a special inspection be performed to document the condition to the unit.

F. Move-out Inspections: These inspections are performed after the tenant moves out of the unit and the Owner and/or the Owner's representative will be required to attend the move-out inspection. If the tenant plans to remain in the unit and the HAP contract is going to be canceled, the inspection can be performed with the tenant in place. Move-out inspections substantiate possible damage claim/violation of family obligations. The Owner may write the HA and indicate that there are no damages and a move-out inspection is not required. If an Owner requests a move out inspection to substantiate a damage claim/violation of family obligation the inspection must be completed prior to the work being done that will correct the damage. The Owner must request an inspection

within 5 business days of the move-out in order to submit a damage claim, if applicable. If the HA cannot schedule the inspection prior to re-rental of the unit, the HA may give the Owner permission to submit a damage claim/violation of family obligation with pictures of the unit, to substantiate the damage. The HA may use this evidence to terminate the continuing assistance to the participant because of a family violation.

Note:
The HA may only be responsible for a portion of a damage claim for HAP contracts existing prior to October 2, 1995

SECTION XXII. DETERMINATION OF PARTICIPANT RENT AND REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

Rent as initially determined or at annual reexamination will remain in effect for the period between regular reexamination of family income and composition unless the following changes in family circumstances occur. Also, Section 8 participant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence.

Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;

Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or

To correct errors made when determining eligibility or at reexamination.

Note:
If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the Section 8 participant may request the HA representative to approve a repayment schedule. The Section 8 participant must make the request, in writing, to the HA representative. The amount of the repayment will be the higher of $10.00 per month or 10 percent of the monthly adjusted income. The HA representative will provide the Section 8 participant with a written response to their request and if approved the written notification will include the amount of the monthly repayment plus the due date of the first payment.

The final estimate of Family Income will be made by the HA on the basis of verified information regarding income.

There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income (as defined in Section IV which is not being reported).

Families may not be required to apply for public assistance, but it may be suggested to them. If the

family reports zero income, the HA will have the family sign a verification form to verify that no income is being provided.

Families will be required to report any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income is received. Families with zero income **may** be requested to recertify more frequently.

1. Annual Re-examination:

   A. Once each year, or as required by this HA, the HA must reexamine the income and family composition of all families participating the Section 8 Program in accordance with 24 CFR 5.617. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of the family to report the necessary information, the HA may terminate the assistance.

   B. Records shall be maintained by the HA to insure that every participant's income and family composition has been reexamined within a twelve month period.

   C. Upon completion of reexamination and verification, the participant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the participant's file.)
      (1) Any change in rent and the date on which it becomes effective.
      (2) Any change required because of a change in the composition of the family.

2. Interim Redetermination of Rent: Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.

   A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new participant.

   B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.

   C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding

period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.

E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the participant if the error is in the his/her favor.

D. A participant who has had a rent reduction/ increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

3. Notice of Temporary Rent: On occasions, the HA is required to compute rent based on information that is supplied by the participant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the participant will be notified in writing. If an underpayment was made based on the information provided the participant will have fourteen (14) days from the date of the HA notification to pay the amount specified. If the participant has made an overpayment, that amount will be credited to his/her account, with the landlord. The Head of Household and Spouse (if applicable) and a HA representative signs this Notice of Temporary Rent and it is filed appropriately with a copy provide to the participant.

4. The Effective Dates of Interim Redetermination of Rent:

A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.

B. The participant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure to report such increase in family income.

(1) Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.

(2) Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development.

(3) Temporary employment/unemployment or increases and decreases in wages "**for any reason**" of less than 30 days will not constitute a rent adjustment.

(4) If it is found that a participant has misrepresented or failed to report facts upon

which rent is based so that the participant is paying less than they should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation which may result in termination.

5. Special Re-examinations: Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and 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 re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The participant shall be notified, in writing, of the date of the special re-examination.

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 re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.

C. Rents determined at special re-examinations shall be made effective as noted in 4 A and B above.

6. Minimum Rent Hardship Exemptions:

A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

(1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

(2) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).

(3) The income of the family has decreased because of changed circumstance, including loss of employment.

(4) A death in the family has occurred which affects the family circumstances.

(5) Other circumstances which may be decided by the HA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in

writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

B. If a resident requests a hardship exemption (**prior to the rent being delinquent)** under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

7. Reduction of Welfare Benefits: If the Section 8 participant requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:

A. Noncompliance with economic self-sufficiency program or;

B. Work activities requirements or;

C. Because of fraud.

8. Exception to Rent Reductions: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not affect their Section 8 tenant-based assistance.

SECTION XXIII. ADJUSTMENT TO UTILITY ALLOWANCES AND CONTRACT RENTS, PLUS MONTHLY HOUSING ASSISTANCE PAYMENTS

1. Utility Allowances: At least annually, the HA shall determine whether there has been a substantial change in utility rates or other charge of general applicability, and whether an adjustment is required in the **Allowance of Utilities and Other Services** by reason of such changes or because of errors in the original determination. If the HA determines that an adjustment should be made, the HA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule. (Reference 24 CFR 882.214)

2. Contract Rents: Contract Rents may be adjusted by the HA on an annual basis and for special adjustments as provided below:

A. Annual Adjustment: Upon request from the owner to the HA an annual adjustment may be made if the Contract unit is in decent, safe and sanitary condition and the Owner is otherwise in compliance with the terms of the Lease and the HAP Contract. Annual adjustments as of any anniversary date shall be determined by using the **Section 8 Annual Adjustment Factor** most recently published by HUD in the Federal Register. The Contract rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the Contract rent on the effective date of this Contract.

B. A special adjustment: Subject to HUD approval, to reflect increases in the actual and necessary expenses of owning and maintaining the unit which have resulted from substantial general increases in real property taxes, utility rates or similar costs (i.e. assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for in number 1 above of this section. The Owner shall submit financial statements to the HA which clearly support the increase.

Overall Limitation of Adjustments of 2 A and B above: Notwithstanding any other provisions of this part, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

3. Monthly Housing Assistance Payment (HAP) Payments: Monthly payments will be made to an owner on behalf of a family participating in the Section 8 Program. Payments will be issued in accordance with the Housing Assistance Payment Contract. The checks will be issued on a monthly basis and mailed directly to the participating owner (due on the fifth (5) day of each month for the current month.) A copy of the check will be kept and serve as a record of payment.

SECTION XXIV. FAIR MARKET RENT (FMR), PAYMENT STANDARD FOR VOUCHERS AND RENT REASONABLENESS LIMITATION

1. Three Types of Tenancy in the Section 8 Tenant-based Programs: Some requirements of this section are the same for all three types of tenancy. Some requirements only apply to a specific type of tenancy. Unless specifically stated, requirements of this subpart are the same for all tenancies in the tenant-based programs.

A. A regular tenancy under the certificate program

B. An over-FMR tenancy under the certificate program; and

C. A tenancy under the voucher program.

2. Negotiating Rent to Owner. The owner and the family negotiate the rent to owner. At the family's request, the HA must help the family negotiate the rent to owner.

3. Rent to Owner: Reasonable Rent.

A. HA determination.

(1) The HA may not approve a lease until the HA determines that the initial rent to owner is a reasonable rent.

(2) The HA must redetermine the reasonable rent:

(3) Before any increase in the rent to owner;

(4) If there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or

(5) If directed by HUD.

(6) The HA may also redetermine the reasonable rent at any other time.

(7) At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the HA.

B. Comparability. The HA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units.

C. Owner certification of rents charged for other units. By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the HA information requested by the HA on rents charged by the owner for other units in the premises or elsewhere.

4. Maximum Subsidy: FMR/Exception Rent Limit.

A. Purpose.

(1) Fair market rents (FMRs) are published by HUD. In the tenant-based programs, the FMR/exception rent limit is used to determine the maximum subsidy for a family.

(2) For a regular tenancy under the certificate program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease.

(3) For the voucher program, the FMR/exception rent limit is the maximum ``payment standard" (maximum subsidy) for a family.

(4) For an over-FMR tenancy under the certificate program, the FMR/exception rent limit is the ``payment standard" (maximum subsidy) for a family.

B. Determining exception rent.

(1) Area exception rent: HUD approval.

(a) At HUD's sole discretion, HUD may approve an area exception rent for all units, or all units of a given size (number of bedrooms), leased by

program families in a part of the fair market rent area that is designated as an ``exception rent area." A HUD-approved area exception rent applies to all HA's with jurisdiction of the exception rent area.

(b) An area exception rent may not exceed 120 percent of the FMR.

(c) HUD will determine the area exception rent by either of the two following methods:

(i) Median rent method. In the median rent method, HUD determines the area exception rent by multiplying the FMR times a fraction of which the numerator is the median gross rent of the exception rent area and the denominator is the median gross rent of the entire FMR area. In this method, HUD uses median gross rent data from the most recent decennial United States census, and the exception rent area may be any geographic entity within the FMR area (or any combination of such entities) for which median gross rent data is provided in decennial census data products.

(ii) 40th percentile rent method. In this method, HUD determines that the area exception rent equals the 40th percentile of rents to lease standard quality rental housing in the exception rent area. HUD determines the 40th percentile rent in accordance with the methodology described in 24 CFR 888.113 for determining fair market rents. An HA that asks HUD to approve an area exception rent determined by the 40th percentile rent method must present statistically representative rental housing survey data that justify exception rent approval by HUD.

(d) An area exception rent will not be approved unless HUD determines that an exception rent is needed either:

(i) To help families find housing outside areas of high poverty; or

(ii) Because certificate or voucher holders have trouble finding housing for lease under the program within the term of the certificate or voucher.

(e) The total populations of exception rent areas in an FMR area may not include more than 50 percent of the population of the fair market rent area.

(f) At any time, HUD may withdraw or modify any approved area exception rent.

(2) Regular certificate tenancy: Exception rent as reasonable accommodation for person with disabilities: HA approval. For a regular tenancy in the certificate program, on request from a family that includes a person with disabilities, the HA must approve an exception rent of up to 120 percent of the fair market rent if the exception rent is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

5. <u>Voucher Tenancy or Over-FMR Tenancy: (How to calculate housing assistance payment)</u>.

A. Use of payment standard. For a voucher tenancy or for an over- FMR tenancy under the certificate program, a ``payment standard'' is used to calculate the monthly housing assistance payment for a family. The ``payment standard'' is the maximum monthly subsidy payment for a family.

B. Voucher program: Amount of assistance.

(1) Voucher payment standard: Maximum and minimum.

(a) The HA must adopt a payment standard schedule that establishes payment standards for the HA voucher program. For each FMR area and for each exception rent area, the HA must establish voucher payment standard amounts by unit size (zero-bedroom, one-bedroom, and so on).

(b) For a voucher tenancy, the payment standard for each unit size may not be:

(i) More than the current FMR/exception rent limit; or

(ii) Less than 80 percent of the current FMR/exception rent limit, unless a lower percent is approved by HUD.

(2) Voucher assistance formula.

(a) For a voucher tenancy, the housing assistance payment for a family equals the lesser of:

(i) The applicable payment standard minus 30 percent of monthly adjusted income; or

(ii) The monthly gross rent minus the minimum rent.

(b) The minimum rent is the higher of:

(i) 10 percent of monthly income (gross income); or

(ii) A higher minimum rent as required by law.

(3) Voucher payment standard schedule.

(a) A voucher payment standard schedule is a list of the payment standard amounts used to calculate the voucher housing assistance payment for each unit size in an FMR area. The payment standard schedule for an FMR area includes payment standard amounts for any HUD-approved exception rent area in the FMR area.

(b) The voucher payment standard schedule establishes a single payment standard for each unit size in an FMR area and, if applicable, in a HUD-approved exception rent area within an FMR area.

(c) Payment standard amounts on the payment standard schedule must be within the maximum and minimum limits stated in paragraph (b)(1)(ii) of this section. Within these limits, payment standard amounts on the schedule may be adjusted annually, at the discretion of the HA, if necessary to assure continued affordability of units in the HA jurisdiction.

(d) To calculate the housing assistance payment for a family, the HA must use the applicable payment standard from the HA payment standard schedule for the fair market rent area (including the applicable payment standard for any HUD-approved exception rent area) where the unit

rented by the family is located.

(4) Payment standard for certain subsidized projects. For a voucher tenancy in an insured or noninsured Section 236 project, a Section 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project, the payment standard may not exceed the basic rental charge (as defined in 12 U.S.C. 1715z-1(f)(1)), including the cost for tenant-paid utilities.

C. Over-FMR tenancy: Determining amount of assistance.

(1) Payment standard. For an over-FMR tenancy, the payment standard for the unit size is the FMR/exception rent limit.

(2) Over-FMR tenancy assistance formula. For an over-FMR tenancy, the housing assistance payment for a family equals the lesser of:

(a) The applicable payment standard minus the total tenant payment; or

(b) The monthly gross rent minus the minimum rent as required by law.

D. Payment standard for family.

(1) This paragraph (d) applies to both a voucher tenancy and an over-FMR tenancy.

(2) The payment standard for a family is the lower of:

(a) The payment standard for the family unit size; or

(b) The payment standard for the unit size rented by the family.

(3) If the unit rented by a family is located in an exception rent area, the HA must use the appropriate payment standard for the exception rent area.

(4) During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

(a) The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

(b) The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

(5) If there is a change in family size or composition during the HAP contract term, paragraph (d)(4)(i) of this section does not apply at the next regular reexamination following such change, or thereafter during the term.

6. <u>Over-FMR Tenancy: HA Approval</u>.

A. HA discretion to approve.

(1) At the request of the family, the HA may approve an over-FMR tenancy in accordance with this section.

(2) Generally, the HA is not required to approve any over-FMR tenancy. However, the HA must approve an over-FMR tenancy in accordance with this section, if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

(3) The HA generally will approve over-FMR tenancy if it is to aid in furthering of the goals and objectives of fair housing.

B. Requirements.

(1) Ten percent limit. The HA may not approve additional over-FMR tenancies if the number of such tenancies currently is ten percent or more of the number of incremental certificate units under the HUD-approved budget for the HA certificate program. ``Incremental units" means the number of budgeted certificate units minus any units for which HUD provided tenant-based program funding designated for families previously residing in housing with Section 8 project-based assistance.

(2) Affordability of family share. The HA may not approve an over-FMR tenancy unless the HA determines that the initial family share is reasonable. In making this determination, the HA must take into account other family expenses, such as child care, un-reimbursed medical expenses, and other appropriate family expenses as determined by the HA.

C. Amount of assistance. During an over-FMR tenancy, the amount of the housing assistance payment is determined in accordance with Sec. 982.505(c).

D. The method of selection shall be on a first come, first served basis. Persons with a disability shall be given a preference in selection.

7. Regular Tenancy: (How to calculate housing assistance payment).

The monthly housing assistance payment equals the gross rent, minus the higher of:

A. The total tenant payment; or

B. The minimum rent as required by law.

8. Regular Tenancy: (Limit on initial rent to owner).

A. FMR/exception rent limit.

(1) The initial gross rent for any unit may not exceed the FMR/exception rent limit on the date the HA approves the lease.

(2) The FMR/exception rent limit for a family is the lower of:

(a) The FMR/exception rent limit for the family unit size; or

(b) The FMR/exception rent limit for the unit size rented by the family.

B. Reasonable rent. The initial rent to owner may not exceed a reasonable rent as determined in accordance with Sec. 982.503.

9. Regular Tenancy: (Annual adjustment of rent to owner).

A. When rent is adjusted. At each annual anniversary date of the HAP contract, the HA must adjust the rent to owner at the request of the owner in accordance with this section.

B. Amount of annual adjustment.

(1) The adjusted rent to owner equals the lesser of:

(a) The pre-adjustment rent to owner multiplied by the applicable Section 8 annual adjustment factor, published by HUD in the Federal Register, that is in effect 60 days before the HAP contract anniversary;

(b) The reasonable rent (as most recently determined or re-determined by the HA in accordance with Sec. 982.503); or

(c) The amount requested by the owner.

(2) In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.

(3) The rent to owner may be adjusted up or down in accordance with this section.

(4) Notwithstanding paragraph (b)(1) of this section, the rent to owner for a unit must not be increased at the annual anniversary date unless:

(a) The owner requests the adjustment by giving notice to the HA; and

(b) During the year before the annual anniversary date, the owner has complied with all requirements of the HAP contract, including compliance with the HQS.

(5) The rent to owner will only be increased for housing assistance payments covering months commencing on the later of:

(a) The contract anniversary date; or

(b) At least sixty days after the HA receives the owner's request.

(6) To receive an increase resulting from the annual adjustment for an annual anniversary date, the owner must request the increase at least sixty days before the next annual anniversary date.

10. Regular Tenancy: (Special adjustment of rent to owner).

A. Substantial and general cost increases.

(1) At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner to reflect increases in the actual and necessary costs of owning and maintaining the unit because of substantial and general increases in:

(a) Real property taxes;

(b) Special governmental assessments;

(c) Utility rates; or

(d) Costs of utilities not covered by regulated rates.

(2) An HA may make a special adjustment of the rent to owner only if the adjustment has been approved by HUD. The owner does not have any right to receive a special adjustment.

B. Reasonable rent. The adjusted rent may not exceed the reasonable rent. The owner may not receive a special adjustment if the adjusted rent would exceed the reasonable rent.

C. Term of special adjustment.

(1) The HA may withdraw or limit the term of any special adjustment.

(2) If a special adjustment is approved to cover temporary or one- time costs, the

special adjustment is only a temporary or one-time increase of the rent to owner.

11. Rent to Owner: (Effect of rent control).

In addition to the rent reasonableness limit under this subpart, the amount of rent to owner also may be subject to rent control limits under State or local law.

12. Rent to Owner: (In subsidized projects).

A. Subsidized rent.
   (1) The rent to owner in an insured or noninsured Section 236 project, a Section 515 project of the Rural Development Administration, a Section 202 project or a Section 221(d)(3) below market interest rate project is the subsidized rent.
   (2) During the assisted tenancy, the rent to owner must be adjusted to follow the subsidized rent, and must not be adjusted by applying the published Section 8 annual adjustment factors. For such units, special adjustments may not be granted. The following sections do not apply to a tenancy in a subsidized project described in paragraph (a)(1) of this section: Sec. 982.509 (annual adjustment) and Sec. 982.510 (special adjustment).

B. HOME. For units assisted under the HOME program, rents are subject to requirements of the HOME program (24 CFR 92.252).

C. Other subsidy: HA discretion to reduce rent. In the case of a regular tenancy, the HA may require the owner to reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants or other subsidized financing.

13. Other Fees and Charges.

A. The cost of meals or supportive services may not be included in the rent to owner, and the value of meals or supportive services may not be included in the calculation of reasonable rent.

B. The lease may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

C. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

14. Distribution of Housing Assistance Payment.

The monthly housing assistance payment is distributed as follows:

A. The HA pays the owner the lesser of the housing assistance payment or the rent to

owner.

B. If the housing assistance payment exceeds the rent to owner, the HA may pay the balance of the housing assistance payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

15. Family Share: (Family responsibility).

A. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.

B. The HA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the family share. Payment of the family share is the responsibility of the family.

16. Family Income and Composition: (Regular and interim examinations).

A. HA responsibility for reexamination and verification.
   (1) The HA's responsibilities for reexamining family income and composition are specified in 24 CFR part 5, subpart F.
   (2) The HA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available:
      (a) Reported family annual income;
      (b) The value of assets;
      (c) Expenses related to deductions from annual income; and
      (d) Other factors that affect the determination of adjusted income.

B. When HA conducts interim reexamination.
   (1) At any time, the HA may conduct an interim reexamination of family income and composition.
   (2) At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The HA must make the interim determination within a reasonable time after the family request.
   (3) Interim examinations must be conducted in accordance with policies in the HA administrative plan.

C. Family reporting of change. The HA must adopt policies prescribing when and under what conditions the family must report a change in family income or composition.

D. Effective date of reexamination.
   (1) The HA must adopt policies prescribing how to determine the effective date of a change in the housing assistance payment resulting from an interim redetermination.
   (2) At the effective date of a regular or interim reexamination, the HA must make

appropriate adjustments in the housing assistance payment and family unit size.

E. Family member income. Family income must include income of all family members, including family members not related by blood or marriage. If any new family member is added, family income must include any income of the additional family member. The HA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the housing assistance payment and family unit size.

17. Utility Allowance Schedule.

A. Maintaining schedule.

(1) The HA must maintain a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

(2) The HA must give HUD a copy of the utility allowance schedule. At HUD's request, the HA also must provide any information or procedures used in preparation of the schedule.

B. How allowances are determined.

(1) The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the HA must use normal patterns of consumption for the community as a whole and current utility rates.

(2) (a) An HA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the HA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

(b) In the utility allowance schedule, the HA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection (disposal of waste and refuse); other electric; refrigerator (cost of tenant-supplied refrigerator); range (cost of tenant-supplied range); and other specified housing services. The HA must provide a utility allowance for tenant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners.

(3) The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row-house, town house, single-family detached, and manufactured housing) that are typical in the community.

(4) The utility allowance schedule must be prepared and submitted in accordance

with HUD requirements on the form prescribed by HUD.

C. Revisions of utility allowance schedule.

(1) An HA must review its schedule of utility allowances each year, and must revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. The HA must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.

(2) At HUD's direction, the HA must revise the utility allowance schedule to correct any errors, or as necessary to update the schedule.

D. Use of utility allowance schedule.

(1) The HA must use the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the HA subsidy standards).

(2) At reexamination, the HA must use the HA current utility allowance schedule.

E. Higher utility allowance as reasonable accommodation for a person with disabilities. On request from a family that includes a person with disabilities, the HA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

SECTION XXV. AFFORDABILITY ADJUSTMENTS AND RENT PROVISIONS-VOUCHERS ONLY

1. Annual Increases of Payment Standards. The HA, in its discretion, may adopt annual increases of payment standards amounts on the payment standard schedule so that families can continue to afford to lease units with assistance under the Housing Voucher Program (Reference 24 CFR 982.617). In determining when an adjustment to the payment is necessary the HA will consider,

A. Rent burden (number of families paying more than 30% of income for rent [if more than 50 percent, the HA may adjust the payment standard]),

B. Success rate in leasing vouchers [if less than 80 percent the HA may adjust the payment standard] and,

C. Percentage of FMR [if payment standard is within 10 percent of the FMR, either higher or lower, the HA may adjust the payment standard]. The HA will also consider the financial utilization of funding provided for vouchers. If the HA determines that vouchers are not being leased to properly utilize funding, the payment standard may need to be adjusted to increase utilization of available funding.

2. Rent Negotiation. Under the Housing Voucher Program, the rent to the owner is a matter of

negotiation between the owner and the family. The rent must be within the guidelines of "rent reasonableness", and this rental amount must be certified by the HA as falling within the guidelines of "rent reasonableness". If requested by the family, the HA must also assist the family in negotiating a reasonable rent with the owner. (Reference 24 CFR 982.309)

3. Rent Increase: The rent to owner may not be increased during the first year of the lease. The lease may provide that the owner may increase the rent at any time after the first anniversary of the lease, but the owner must give the tenant and the HA 60 days written notice of any increase before it takes effect. (Reference 982.309)

4. HA Disapproval of Lease: The HA may disapprove a lease for a rent that is not reasonable, based on rents charged for comparable rental units. HA's may exercise this authority in communities where the market is not functioning normally or where some families are not able to negotiate reasonable rent on their own. For example, where there is a concentration of ownership by a small number of landlords, or where rents charged to voucher holders are greater than rents charged to certificate holders living in comparable units. A HA must document each case in which it disapproves a lease because the rent is not reasonable. (Reference 982.309)

SECTION XXVI. SECURITY DEPOSIT

The owner establishes the amount of the security deposit to be charged. The security deposit should be consistent with private market practice, or security deposits for the owner's unassisted units. When the tenant moves out of the dwelling unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. The owner must give the tenant a written list of all charges against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

Note:
IF THE SECURITY DEPOSIT IS NOT SUFFICIENT TO COVER AMOUNTS THE TENANT OWES UNDER THE LEASE, THE OWNER MAY SEEK TO COLLECT THE BALANCE FROM THE TENANT.

Note:
The HA is not responsible for any damages to the unit and will not process any damage claims for HAP contracts signed after October 2, 1995.

SECTION XXVII. TERMINATION OF TENANCY BY OWNER

1. Reasons for Termination: The Owner shall not terminate the tenancy of the Family except for:

   A. Serious or repeated violation of the terms and conditions of the Lease;

   B. Criminal Activity by the tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy. Criminal activity is defined as, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises.

   C. Violation of Federal , State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or

   D. Other good cause, which may include, but not be limited to: failure by the family to accept the offer of a new lease or revision; a family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rental). If the owner terminates the tenancy for a business or economic reason the owner must provide the tenant with a 90 day notice.

2. Eviction by Court Action: The Owner may evict the Family from the Contract unit only by instituting a court action. The Owner must notify the HA, in writing, of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State law.

3. Written Notice: Owners must provide written notice of not less than 90 days before termination of a tenant-based housing assistance payment (HAP) contract and not less than 1 year before termination of a project-based certificate or moderate rehabilitation HAP contract because of an owner opt-out or expiration of the HAP contract. Copies of these notices must be provide to the HA. (Reference HUD Notice PIH 93-54, issued October 19, 1993 and 24 CFR 982.455).

4. Termination During First Year: During the first year of the lease term, the owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause", based on any of the following grounds: failure by the family to accept the offer of a new lease or revision; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of tenancy (See 1 D above).

SECTION XXVIII. TERMINATION OF HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT

1. Termination of HAP Contract When the Unit is to Big or Too Small: If the HA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the HA must issue the family a new certificate or voucher, and the family and HA must try to find an acceptable unit as soon as possible. When the subsidy is to big for the family size, for the tenant-based certificate program only, the HA must issue the family a new certificate, and the family and the HA must try to find and acceptable unit as soon as possible. If the family is residing in a dwelling unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standard and the gross rent for the unit(sum of the contract rent plus any utility allowance for the unit size leased) exceeds the FMR or exception rent, the HA must notify the family that exceptions to the subsidy standard may be granted, and the circumstances in which the HA may grant and exception. If an acceptable unit is available for rental by the family within the FMR/exception rent limit, the HA must terminate the HAP contract in accordance with its terms.

2. Breach of Contract: Termination of HAP contract for owner breach of contract. Breaches of the contract of outlined in the contract.

3. Automatic Terminate of HAP Contract: The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

SECTION XXIX. PROGRAM MANAGEMENT PLAN - Organization Plan

1. Executive Director: Responsible for all aspects of the Section 8 Programs.

2. Section 8 Coordinator: The Section 8 Coordinator is responsible for the day to day operations of the Section 8 Programs. Some of the major duties are: takes applications, signs certificates, handles public relations with concerned agencies and landlords, performs inspections (including the 5 percent supervisory inspections), performs certifications and re-certifications of Certificate and Vouchers holders and prepares various Section 8 reports.

3. Section 8 Assistant: The Section 8 Assistant serves as the backup for the Section 8 Coordinator and performs a portion of the duties of the Section 8 Coordinator as needed. Included are Section 8 inspections to ensure HQS is met.

SECTION XXX. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REVIEW OF CONTRACT COMPLIANCE

HUD will review program operations at such intervals as it deems necessary to insure that the owner and the HA are in full compliance with the terms and conditions of the contract and the ACC. Equal opportunity review may be conducted with the scheduled HUD review or at any time deemed appropriate by HUD.

SECTION XXXI. ADMINISTRATIVE FEE RESERVE EXPENDITURES

Expenditures from the administrative fee reserve of the Section 8 programs in excess of $500.00 will be approved by the board of commissioners of the HA.

SECTION XXXII. SPECIAL HOUSING TYPES

❻ This Housing Authority has elected not to permit use of any of SRO's, Congregate housing, Group homes, Shared housing and Cooperative housing types in its program unless a special housing type is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part8

SECTION XXXIII. FAMILY SELF-SUFFICIENCY PROGRAMS

The Eufaula Housing Authority does not have a family self-sufficiency (FSS) program at this time.

SECTION XXXIV. DECONCENTRATION RULE

The objective of the deconcentration rule for section 8 tenant-based assistance is to admit no less than 75% of its new admissions to the program to families that have income at or below 30% of the area median income. The HA will track the status of all new admissions monthly by utilizing income reports generated by the HA's computer system. The goal will be tracked monthly and if the HA is not reaching its goal, families will be skipped on the waiting list to admit a family that has income that is at or below 30% of area median income. The practice will continue until the HA achieves its goal. The HA's section 8 applicant selection process, which is contained in the section 8 administrative plan provides for the skipping of families on the waiting list to accomplish this goal.

SECTION XXXV. 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 cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of each assisted lease and for three years thereafter the HA will keep the lease, HAP Contract and the application from the family. 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 participants.
$ 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.
- $ Accounts and other records supporting the HA and financial statements.
- $ Other records which may be specified by HUD.

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

EUFAULA HOUSING AUTHORITY

ADMISSIONS
AND
CONTINUED OCCUPANCY
POLICY

A.C.O.P.

May 11, 1999
Adopted

Amended on September 14, 1999 to change local preferences

Note:
This plan (ACOP) also serves as our "Tenant Selection and Assignment Plan (TSAP)" because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

The ACOP also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.

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SECTION I INTRODUCTION

1. **<u>Mission Statement</u> - Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.**

   In order to achieve this mission, we will:

   $ Recognize residents as our ultimate customer;
   $ Improve Public Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff;
   $ Seek problem-solving partnerships with residents, community, and government leadership;
   $ Apply HA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

2. <u>Purpose of Policy</u> - The purpose of this policy **(A**dmissions and **C**ontinued **O**ccupancy **P**olicy**)** is to establish guidelines for the Public Housing Authority (HA) staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy is 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 Title 24 of the Code of Federal Regulations (CFR) Parts 900.

3. <u>Primary Responsibilities of the HA</u>

   A. Informing eligible families of the availability of public housing assistance;

   B. Determining and posting annually the utility allowances;

   C. Receiving applications from families and determining their eligibility for assistance;

   D. Inspecting Public Housing units to determine that they meet or exceed Housing Quality Standards;

   E. Approving leases;

   F. Collecting rent on a monthly basis from tenants;

   G. Annual re-examinations of income, family composition and redetermination of rent;

   H. Authorizing and processing evictions; and,

I. Ongoing maintenance and modernization of the public housing inventory.

4. Objectives - The objectives of this policy are to:

A. Promote the overall goal of drug free, decent, safe and sanitary housing by:

(1) Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
(2) Insuring the fiscal stability of the HA.
(3) Lawfully denying admission or continued occupancy to applicants or tenants 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.
(4) 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 aid.

B. 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.

C. 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.

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

$ The HA may hold meetings with local social community agencies.
$ The HA may sponsor "Open House" programs within the public housing community to attract potential tenants 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 actions 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 pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS), the HA planned programs will be incorporated in the CHAS.

SECTION II FAIR HOUSING POLICY

It is the policy of the HA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the HA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenants file.

SECTION III PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release tenant information.

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.
(Reference HUD Form 9886)

SECTION IV DEFINITION OF TERMS

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. ADJUSTED FAMILY INCOME - 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:

    A. A deduction of $480.00 for each member of the family (other than head of household or spouse) who is (1) seventeen (17) years of age or younger or (2) 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.

    B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under 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).

    C. 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.

D. A deduction for any elderly family:

(1) 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.

(2) 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.

(3) That has Handicapped Assistance Expenses that are less than three (3%) percent 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.

E. 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.

F. Child Care Expenses: Amounts anticipated to be paid by the Family for the are 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 employment**, 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 child care, and, in the case of child care 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. The results are posted in the HA office.

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.

2. ADULT - An adult is a person who has reached his/her 19th birthday or 18 years of age and married (not common law), or who has been relieved of the disability of non-age by the juvenile court. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

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).

4. CEILING/FLAT RENT - The method of establishing the reasonable market rental value of units, calculated in accordance with HUD regulations.

5. CHILD - A member of the family, other than the family head or spouse, who is under 18 years of age.

6. CHILD CARE EXPENSES - Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (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 employment**, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The HA will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing child care.

7. CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:

   A. The applicant/occupant must have primary custody of the child.

   B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two (2) singles eligible).

8. CITIZEN - A citizen or national of the United States.

9. DEPENDENT - A member of the family (except foster children **and foster adults**), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.

10. DISABLED PERSON - (See Handicapped Person)

11. 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.

12. ELDERLY FAMILY - A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly,

disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.

13. ELDERLY PERSON - A person who is at least sixty-two (62) years of age.

14. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - The documents which must be submitted to evidence citizenship or eligible immigration status.

15. 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 an 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.

16. FAMILY - The term "family" as used in this policy means:

    A. Two or more persons related by blood, marriage, or by operation of law. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. 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. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.

    B. An elderly family;

    C. A near-elderly family;

    D. A disabled family;

    E. A displaced family;

    F. The remaining member of a tenant family; and

    G. A single person who is not elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Note: Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family

may not be provided (for public housing and other project-based assistance) a housing unit with two or more bedrooms.

17. FIFTY PERCENT (50%) OF INCOME FOR RENT (If Applicable) - Preference - 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.

18. FOSTER CHILDREN - 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:

    A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.

    B. The Landlord's obligation to make reasonable accommodation for handicapped persons.

19. FULL-TIME STUDENT - A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.

20. 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.

21. HANDICAPPED PERSON AND/OR DISABLED PERSON - A person having a physical or mental impairment which:

    A. Is expected to be of long-continued and indefinite duration,

    B. Substantially impedes his/her ability to live independently, and

    C. Is of such a nature that such disability could be improved by more suitable housing conditions.

NOTE: All three conditions must be met to qualify as handicapped.

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)). or is handicapped as defined below:

D. Section 223 of the Social Security Act defines disability as:

(1) "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or

(2) in the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

F. No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

22. HAZARDOUS DUTY PAY - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

23. HEAD OF HOUSEHOLD - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the held of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

24. HOMELESS FAMILY - Any individual or family who:

A. Lacks a fixed, regular, and adequate nighttime residence;

B. Has a primary nighttime residence that is:

(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.

C. A homeless family does not include:

(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.

25. INCOME EXCLUSIONS - Annual Income does not include such temporary, non-recurring or sporadic income as the following:

A. Casual, sporadic, temporary, non-recurring income, including gifts.

B. Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care.

C. Lump-sum additions to family assets, such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.

D. The full amount of student financial assistance paid directly to the student or to the educational institution.

E. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636).

F. The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 [7 USC 2017(b)].

G. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 [42 USC 5044(g), 5058].

H. Income of a live-in aide (as defined in this policy).

I. Payments received from the Job Training Partnership Act [29 USC 1552(b)].

J. Hazardous Duty Pay for a family member in the Armed Forces away from home and exposed to hostile fire.

K. Income from employment of children (including foster children) under the age of eighteen (18).

L. Payment received for the care of foster children.

M. Payments received under the Alaska Native Claims Settlement Act [43 U.S.C. 1626(a)], or reparation payments made by foreign governments in connection with the Holocaust.

N. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes [25 U.S.C. 459(e)].

O. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program [42 U.S.C. 8624(f)].

P. Income derived from the disposition of funds of the Grand River band of Ottawa Indians (Pub.Law 94-540, 90 Stat. 2503-2504).

Q. The first $2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior [25 U.S.C. 117(b), 1407].

R. Payments from Programs under Title V of The Older Americans Act of 1965 [42 U.S.C. 3056(f)].

S. Amounts received under training programs funded by HUD.

T. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

U. Amounts received by a participant in other publicly assisted programs which are 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.

V. For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.

W. 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, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

(1) Are authorized by a federal, state or local law;
(2) Are funded by federal, state or local government;
(3) Are operated or administered by a public agency;

(4) Has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program described in this section, plus 18 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. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

This provision does not apply to residents participating in the Family Self-Sufficiency Program who are utilizing the escrow account. Also, residents are required to pay the appropriate minimum rent.

X. A resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per 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.

Y. Compensation from State or local employment training programs and 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 a limited period as determined in advance by the HA.

Z. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

AA. Earning in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse).

BB. Adoption assistance payments in excess of $480 per adopted child.

CC. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.

DD. 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.

EE. 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.

26. INFANT - A child under the age of two years.

27. INTERIM REDETERMINATION OF RENT - Changes of rent between admissions and reexaminations and the next succeeding reexamination.

28. INS - The U. S. Immigration and Naturalization Service.

29. INVOLUNTARY DISPLACEMENT (If Applicable) - Preference - Families that meet the definition of involuntary displaced qualify for a preference in the selecting applicants for admission to public housing.

30. LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:

    A. Is determined by the HA to be essential to the care and well-being of the person(s)

    B. Is not obligated for support of the person(s)

    C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family. **A Live-in Aide must be approved, in advance, by the HA and meet eligibility requirements for public housing occupancy**.

31. LOWER INCOME FAMILY - A family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.

32. 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.

33. 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.

34. MINIMUM RENT - Families assisted under the Public Housing program pay a monthly "minimum rent" of not more than $50.00 per month. The HA has the discretion to establish the "minimum rent" from $0 up to $50.00. The minimum rent established by this HA is $50.00.

35. 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.)

36. MIXED FAMILY - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

37. MONTHLY ADJUSTED INCOME - One-twelfth of Adjusted Annual Income.

38. 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.

39. 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.

40. NEAR ELDERLY - A family whose head or spouse or "sole member" is at least fifty years of age, but below the age of sixty-two.

41. NET FAMILY ASSETS - Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this HA shall include the value of any business or family assets disposed of by an applicant or Tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.

42. NONCITIZEN - A person who is neither a citizen nor national of the United States.

43. 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.

44. RECERTIFICATION - Recertification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.

45. 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.

46. 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, who 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. This grievance process must be requested in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. 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 the 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.

47. 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.

48. SPOUSE - A spouse is the legal husband or wife of the head of the household.

49. STANDARD PERMANENT REPLACEMENT HOUSING - Is housing

A. That is decent, safe, and sanitary;

B. That is adequate for the family size; and

C. That the family is occupying pursuant to a lease or occupancy agreement.

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.

50. SUBSTANDARD HOUSING - A unit is substandard if it:

A. Is dilapidated;

B. Does not have operable indoor plumbing;

C. Does not have a usable flush toilet inside the unit for the exclusive use of a family;

D. Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;

E. Does not have electricity, or has inadequate or unsafe electrical service;

F. Does not have a safe or adequate source of heat;

G. Should, but does not, have a kitchen; or

H. Has been declared unfit for habitation by an agency or unit of government.

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.

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:

(1) Lacks a fixed, regular, and adequate nighttime residence; and
(2) 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.

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

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).

51. TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the household for a period of more that thirty (30) days is considered temporarily absent.

52. TENANT RENT - 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.

Note: The monthly rent that is payable by the tenant must be paid in full, no partial payments will be accepted.

53. TOTAL ANNUAL FAMILY INCOME - Total Annual Family Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

Total Annual Family Income **includes**, but is not limited to, the following:

A. 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);

B. 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.

C. 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;

D. 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 delayed start of

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

E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 25-C in this section.

F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment bye 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:

(1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the families' 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;

G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any 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.

H. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (but see "hazardous duty pay")

I. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support;

J. Veterans Administration compensation (Service Connected Disability or Death Benefits); and

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 that 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.

54. TOTAL TENANT PAYMENT (TTP) - The TTP for families participating in the Public Housing program must be at least $50.00, which is the minimum rent established by the HA.

A. For the Public Housing Program, the TTP must be the greater of:

(1) 30 percent of family monthly adjusted income;
(2) 10 percent of family monthly income;
(3) $50.00, which is the minimum rent set by the HA, or

B. The ceiling/flat rent. The resident may elect the ceiling/flat rent in lieu of the rent calculated in paragraph "A," above.

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.

55. UTILITIES - Utilities may include water, electricity, gas, garbage, and sewage services.

56. UTILITY ALLOWANCE - If the cost of utilities (except telephone) 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.

57. 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.

58. VERY LOW-INCOME FAMILY - A lower Income Family means a family whose annual income does not exceed fifty (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 family incomes.

59. 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.

60. 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.

SECTION V APPLYING FOR ADMISSION

1. How to Apply - Families wishing to apply for Public Housing shall complete an application for public housing assistance.

   Applications will be accepted at the following location: Housing Authority of the City of Eufaula, 737 South Orange Avenue, Eufaula, Alabama.

   Applications are taken to compile a waiting list. Due to the demand for housing in the HA's jurisdiction, the HA may take applications on an "open enrollment" basis, depending on the length of the waiting list.

   Completed applications will be accepted for all applicants and the information will be verified by the HA.

   Applications may be made in person at the HA during specified dates and business hours posted at the HA's Office.

   The application must be dated, time-stamped, and referred to the HA's office where tenant 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 available for the deaf. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

2. Closing of Application Taking - If the HA is taking applications, the HA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 month period. Application taking may be suspended by bedroom size, if applicable. The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the fact 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.

3. Opening of Application Taking - When the HA decides to start taking applications, the waiting list may be opened by bedroom size.

The HA will utilize the following procedures:

The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice must contain the following:

A. The HA will publish 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 date of acceptance and closing of applications must be published.

B. Advise families that applications will be taken at the designated office;

C. Briefly describe the Public Housing program; and

D. State that applicants for Public Housing must specifically apply for the Public Housing Units and that 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.

E. 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.

4. Application Period (Dates) - The application taking closing date may be determined administratively at the same time that the HA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of public housing vacancies.

SECTION VI MISSED APPOINTMENTS

An applicant or tenant who fails to keep an appointment without notifying the HA and without re-scheduling 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 (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if

applicable) in the following situations:

- $ Complete Application
- $ Bringing in Verification Information
- $ Briefing prior to Occupancy
- $ Leasing Signature
- $ Inspections
- $ Recertification
- $ Interim Adjustment
- $ Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- $ Scheduled Counseling Sessions
- $ Move-In appointments

Process When Appointment(s) Are Missed - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

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

Letters Mailed to Applicants by the HA - If an applicant claims they did not receive a letter mailed by the HA, that requested the applicant 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 will be assumed to have received the letter.

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.

SECTION VII MISREPRESENTATION BY THE APPLICANT OR TENANT

If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/tenant. If such misrepresentation resulted in tenant paying a lower rent than was appropriate, tenant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the HA may take such other actions as it deems

appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

SECTION VIII ADMISSION ELIGIBILITY AND CRITERIA

1. All families who are admitted to the Public Housing Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant family must meet **all** of the following requirements:

   A. The applicant family must qualify as a family as defined in the Definitions Section.

   B. The applicant family's Total Annual Family Income as defined in the Definitions Section, must not exceed income limits established by HUD for Public Housing.

   C. Head of Household must be 19 years of age or older or 18 years old and married (not common law) or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers).

2. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a resume of the information received.

   Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list if the applicant's annual family income exceeds the Low and Very Low Income Limits established by HUD and published in the Federal Register, the applicant will be declared ineligible.

3. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be received by the HA within the time frame established by the HA for the meeting.

4. In addition, the HA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family, if the HA makes certain that all three of the following requirements are met:

   A. Elderly families (including Disabled Persons and Handicapped Persons) and Displaced Persons are given preference over single persons, and

B. Near Elderly (at least fifty years of age, but below the age of 62) are given preference over single applicants in developments designated for the elderly, and

C. Single persons are only eligible for one bedroom and/or efficiency units.

5. Declaration of Citizenship: The HA may not provide assistance to nor make financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizen in HUD's assisted housing programs.

6. Once an applicant becomes a tenant in the HA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must meet all eligibility requirements before the HA will approve any addition to the dwelling lease.

SECTION IX VERIFICATION AND DOCUMENTATION

Families are required to provide Social Security Numbers (SSN) for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

1. Submit SSN documentation; or

2. Sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.

   Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

   The HA will accept copies of the Social Security card only when it is necessary for the HA to verify by mail the continuing eligibility of participant families.

   If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, <u>until a valid Social Security card can be provided</u>;

   These documents include:

   - $ Drivers license, that displays the SSN.
   - $ Identification card issued by a Federal, State or local agency
   - $ Identification card issued by an employer or trade union
   - $ Identification card issued by a medical insurance company
   - $ Earnings statements or payroll stubs

- $ Bank statements
- $ IRS Form 1099 or W-2 Form
- $ Benefit award letters from government agencies
- $ Medicaid Cards
- $ Unemployment benefit letter
- $ Retirement benefit letter
- $ Life insurance policies
- $ Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- $ Verification of Social Security benefits with the Social Security Administration

If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

3. Employer Identification Number (EIN).

4. Applicants may not become residents until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances requires an extension. The decision will be made by a HA representative and documented, in writing, and placed in the applicant's file.

   Additional documentation that may be required in determining eligibility:

   - $ Temporary Assistance To Needy Families (TANF)
   - $ Birth Certificate, or Drivers License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
   - $ Child Care Verification
   - $ Credit References (History)
   - $ Credit Bureau Reports
   - $ Employer's Verification
   - $ Landlord Verification
   - $ Social Security Benefits
   - $ Assets Verification
   - $ Bank Accounts: Checking Accounts - $500 + Balance Saving Accounts - $100 + Balance

5. Marriage Certificate: If a marriage certificate is not available the following information is acceptable:

   - $ Drivers License that displays the same address and last names
   - $ Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.

- $ Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City of County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
- $ The couple also certifies in their application for housing that they are married.

6. Personal References: Personal references (not family) may be used when an applicant cannot produce prior rental history records.

7. Supplemental Social Security Income (SSI) Benefits

8. Unemployment Compensation

9. VA Benefits

10. Any other reasonable information needed to determine eligibility may be requested by the HA, which may include police reports.

11. Separation means the ending of cohabitation by mutual agreement. - *If an applicant is divorced* or separated and has children by that spouse, applicant must provide at least one of the verifications listed below:*

    A. A FINAL divorce decree. *(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)

    B. Receiving court-ordered child support from former spouse.

    C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.

    D. If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, either through the circuit clerks office, Department of Human Resources, or through a court referee.

    E. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.

    F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.

    G. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.

    H. (1) Written statement from Lawyer that applicant has filed suit for divorce because

of physical abuse. agencies, social services agencies.

(2) A written statement from an abuse shelter, law enforcement agency, social service agencies that applicant needs housing due to physical abuse.

Note: Pertaining to 11 H(1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

Also, the person involved with physical abuse will be banned from all HA property as long as the applicant lives in assisted housing within the HA property.

I. Food stamp verification - If no other documentation is available.

12. *If applicant is divorced* or separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:*

A. A final divorce decree. *(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)

B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.

C. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.

D. (1) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.

(2) A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.

Note: Pertaining to 12 D(1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

Also, the person involved with physical abuse will be banned from all HA property as long as the applicant lives in assisted housing within the HA property.

E. Food Stamp Verification - If no other documentation is available.

SECTION X GROUNDS FOR DENIAL OF ADMISSION

1. The HA is not required nor obligated to assist families who:

A. Owes rent, other amounts, or judgments to any HA or any other federally subsidized

housing program, the applicant will be declared ineligible. At the HA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

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 <u>does not necessarily</u> 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.

B. Have previously been evicted from public housing.

C. Committed acts which would constitute fraud in connection with any federally assisted housing program.

D. Did not provide information required within the time frame specified during the application process.

E. Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

F. Has a history of not meeting financial obligations, especially rent.

G. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other tenants.

H. Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity which may adversely affect the health, safety or welfare of other tenants.

I. During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.

J. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.

K. 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.

L. 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.

M. If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:

(1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
(2) has successfully completed a supervised drug or alcohol rehabilitation program;
(3) has otherwise been rehabilitated successfully; or
(4) is participating in a supervised drug or alcohol rehabilitation program.

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 tenants 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.

2. If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (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 ten (10) calendar days of the meeting.

3. As a general rule 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:

A. Denied admission for one (1) year for the following:

$ Past rental record
$ Bad rent paying habits
$ Bad housekeeping habits, in and outside the unit
$ Damages
$ Disturbances
$ Live-ins
$ An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The one year shall begin on the date of the last reported act, completion of sentence and/or probation period.
$ Demonstrates hostile behavior to or witnessed by HA employees that indicates that the applicant may be a threat to our residents.

B. Denied admission for three (3) years for the following:

- $ Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity 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.

C. Denied admission for five (5) years for the following:

- $ Fraud (giving false information on the application is considered fraud).
- $ 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.
- $ Drug use without evidence of rehabilitation.

D. Denied admission for ten (10) years for the following:

- $ Conviction for Drug Trafficking.

E. 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.

F. 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 the public housing project. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

Note: As noted above these time frames are only guidelines and the HA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation.

SECTION XI TENANT SELECTION AND ASSIGNMENT PLAN

1. Equal Opportunity - The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This HA shall not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low-rent project operated by this HA.

2. Selection Process - Tenants shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. The HA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant

body as a whole. Selection will be made in such a manner as:

A. For every fiscal year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty percent of the area median income. The goal for public housing shall be forty percent of new admissions. In reaching the new admissions goals, the HA's are required to avoid concentrating very low income families in projects.

B. To maintain a tenant body in each project 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.

3. Order of Selection - Applications will be filed in the following hierarchical order:

A. Unit size/type needed by applicants

B. Local Preferences as shown below:

Displaced by Natural Disaster – 100 points

C. Date and time of application

D. Provided, however, the provisions of the deconcentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points and allow the HA to skip families on the waiting list to accomplish this goal.

4. Verification of Preference - At the time of application, initial determinations of an applicant's entitlement to a Local 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.

Note: An applicant can reject an offer 2 times before losing their place on the waiting list. If an applicant rejects the 2nd offer, the applicant will be notified at that time that due to the fact they refused the offer of assistance, the date and time of their application is being changed to the date and time that they refused the offer. This will be explained verbally and followed-up in writing to the applicant. The HA will notify (verbally and in writing) the applicant that their actions may affect their place on the waiting list, and the next offer of assistance will be made when their name reaches the top of the waiting list.

SECTION XII GROUNDS FOR DENIAL AND OPPORTUNITY FOR HEARING

If the HA determines that an applicant does not meet the criteria for receiving housing, 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 ten (10) days, 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, religion, sex, handicap, familial status and national origin.

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

SECTION XIII INCOME VERIFICATION AND DOCUMENTATION

1. The HA use for verification purposes the following:

   - "Verification of Employment" for wage earners;
   - Verification of public assistance for those persons who receive public assistance;
   - Documentation of exceptional medical and/or other expenses (elderly family status);
   - Verifications of assets (savings, stocks, bonds, etc.);
   - Birth Certificates; and
   - Other means or sources of income verification.

2. Once all of the information is verified the HA shall calculate the monthly rent. Beginning 10/1/1999 the family will be notified of this amount and the amount of the flat rent. The family shall elect, in writing, their choice.

   As soon as a determination can be made, applicants will be informed, in writing, by an authorized HA representative that they have been declared eligible or ineligible. Applicants that are determined ineligible will be informed, in writing, of their right to an informal meeting if they believe that such determination is unjust.

   The final estimate of Gross Family Income will be made by the HA on the basis of verified information regarding income. Once the HA has determined that an applicant is eligible, then the process of housing the family begins.

   There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income which is not being reported.

   Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the HA will have the family sign verification forms to verify that no income is being provided.

   Families will be required to report any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income is received. Families with zero income **may** be requested to recertify more frequently.

SECTION XIV ORIENTATION OF FAMILIES

1. Briefing - The purpose of the briefing is to cover the occupancy requirements for the tenant and the landlord. The briefing is conducted as follows:

A. Once the HA determines that an applicant is eligible and the applicant's name reaches the top of the waiting list, the HA shall offer an apartment to the applicant. The applicant shall be given an opportunity to view the apartment prior to the signing of the lease and other documents required before occupancy. After the offer is made and after this viewing, and when the offer is accepted, a HA representative will schedule an appointment with the prospective tenant, for orientation.

An Applicant can reject an offer 2 times before losing their place on the waiting list. If an applicant rejects the 2nd offer, the applicant will be notified at that time that due to the fact that they refused the offer of assistance, the date and time of their application is being changed to the date and time that they refused the offer. This will be explained verbally and followed-up in writing to the applicant. The HA will notify (verbally and in writing) the applicant that their actions may affect their place on the waiting list and the next offer of assistance will be made when their name reaches the top of the waiting list.

B. The applicable deposit, unearned rent and other charges, (if applicable), will be collected, as soon as possible after the briefing is scheduled, and before the briefing is held.

C. At the briefing, the Lease and Grievance Procedure is explained in detail to the applicant and/or applicants (there can be more than one family at the briefing.)

D. The signing of all required occupancy forms is to be privately handled at the end of each briefing.

(1) The required occupancy forms are explained at that time and the dwelling lease is signed by the prospective tenant and a HA representative.
(2) Appointment for move-in is scheduled at the end of the lease signing at project office.

2. Briefing Attendance Requirement - All families (head of household) are required to attend the briefing when they are initially accepted for occupancy. No family can be housed if they have not attended a briefing.

Failure to attend a scheduled briefing (without notice to the HA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of a applicant to keep a scheduled check-in, without good cause, may result in the cancellation of the occupancy process and the applicant required to reapply for assistance.

3. Format of the Briefing - The applicant is provided a copy of the Dwelling Lease and Grievance Procedure and the provisions of the Lease and Grievance Procedure are explained to the Tenant, and the lease specifies the unit to be occupied, family composition, date of admission, the rent to be charged, utility allowances, (if applicable) excess utilities, and the terms of occupancy. The applicant shall be provided with the Request for Relief of Surcharges for Excess Consumption of Utilities Policy and informed of the method for requesting relief under the policy. If for any reason the family becomes over or under housed they must be informed that once a unit of the appropriate size is available they must move to the appropriate size unit as outlined in Transfers. Also, if there is a change in family composition that caused the family to be over or under housed the family will be required to move to the appropriate size unit when a unit becomes available. 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 under housed 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.

4. Dwelling Lease completion

   A. The responsible member (head of household) of the family notified for admission to the housing communities shall be required to execute a Dwelling Lease prior to admission. One executed copy is to be furnished the tenant and the original executed copy is to be retained in the Tenant file established for the family by the HA. A copy of the Grievance Procedure shall be attached to the Tenant's copy of the Lease.

   B. When a Tenant family transfers to another dwelling, the existing Lease shall be canceled and a new Dwelling Lease executed for the present dwelling.

   C. If at any time during the life of the Dwelling Lease, any other changes in the Tenant's status results in the need to change or amend any provision of the Lease, or if the tenant status changes resulting in a replacement of page one of the Lease, this page shall be completed, signed, and a copy given to the Tenant as the replacement for page one.

   D. A duplicate form of acknowledgment and understanding which lists all items of which the tenant has been informed shall be signed by the tenant and the HA representative. A copy of this form shall be attached to the Tenant's copy of the lease along with copies of items as referred to and a copy maintained in the tenant's file.

SECTION XV ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS

The HA has a system in place that documents the inspection of all public housing units. If the inspection results in a work order the repairs are made in accordance to the urgency of need as documented by the inspection sheet. The HA has a system that tracks each inspection. The inspection sheet used by the HA meets or exceeds the requirements of the Section 8 Housing Quality Standards (HQS).

SECTION XVI INSPECTION AND ENTRY OF UNIT PROCEDURES

The tenant will be given notice as outlined in the Dwelling Lease, **except for emergencies/search warrants**, that the unit will be inspected. The notification will indicate the date and the approximate time of the inspection. If the inspection indicates that the tenant has poor housekeeping habits that need to be improved upon, the inspector will file a report and the Project Manager will schedule a meeting with the tenant to counsel the tenant on their poor housekeeping habits. A follow-up inspection will be conducted by the Manager within 30-days of the counseling session and if the problem continues to exist the Manager may take whatever action that is necessary to correct the situation. If the tenant fails to improve, the provisions of the dwelling lease can be enforced and the tenant evicted. However, the Manager should take steps to help the tenant improve before starting the eviction process.

If the inspection indicates that the tenant has created damage that is beyond normal wear and tear, the damaged items will be replaced and the tenant billed for the damages, as posted. If the damage is severe, a report will be provided to the Manager and the Manager will take appropriate action with the tenant.

HA staff and/or agents of the HA have authority to enter any unit if it is suspected that an "Emergency" situation exists. If for any reason a unit is entered by authorized HA personnel the tenant will be provided with the reason for the entry, by leaving a written notice of the time, date and reason for the entry.

HA staff and/or agents of the HA, at the direction of the Police will open the door to a unit when law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to HA staff) for a dwelling unit managed by the HA. HA staff and/or its agents will write down the name(s) of the Police Officers and keep the copy of the search warrant. These documents will be filed in the residents file folder. HA staff will not enter the unit. This action will prevent the law enforcement officers from having to breakdown the door and causing damages to the unit.

SECTION XVII TYPES OF INSPECTIONS

An authorized representative of this HA, tenant and/or adult family member, shall be obligated to inspect the premises prior to commencement of occupancy. A written statement of condition of the premises and all equipment will be provided, and same shall be signed by both parties with a copy retained in tenant's file. The HA representative shall inspect the premises at the time the tenant vacates and furnish a statement of any charges to be made provided the tenant turns in the proper notice under state law and requests the proper inspection. The tenant shall be provided an opportunity to participate in a move out inspection, unless tenant vacates without notice. The tenant's security deposit can be used to offset against any tenant damages to the unit.

1. Move-in Inspections - Performed with the resident at move-in and inspection documented by HA on inspection form and signed by the tenant. This inspection documents the condition of the unit at move-in.

Note: Any adult member of the household is allowed to sign the inspection form for the Head of Household.

2. Move-out Inspections - Performed with tenant, if possible, and documented by HA on inspection form and signed by the tenant, if present. This inspection determines if the tenant is responsible for any damages and owes the HA funds. Any deposit will be used to offset the funds due the HA.

3. Annual Inspections - The HA inspects 100% of its units annually using standards that meet or exceed Housing Quality Standard (HQS) Inspections.

4. Preventive Maintenance (PM) Inspections - PM inspections are performed by HA staff on a regular basis and the residents are given at least two days notice prior to the inspection.

5. Project Manager Inspections - The HA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.

6. Special Inspections - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the HA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected tenants will be given two days notice.

7. Emergency Inspections - If any employee and/or agent of the HA has reason to believe that an emergency exists within the public housing unit, the unit can be entered **without** notice. The person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

SECTION XVIII DETERMINATION OF RENT, REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

1. Determination of Rent - Rent as fixed at admission or annual re-examination will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur. Also, tenant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence.

   A. Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;

   B. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or

   C. To correct errors made at admission or reexamination which shall be retroactive to the date of error.

D. Temporary employment/unemployment or increases and decreases in wages '**for any reason"** of less than 30 days will not constitute a rent adjustment.

E. The HA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. This must be reported by the Tenant within ten days from the time of the change of income in accordance with the Dwelling Lease. Provided, however, that if the family's welfare benefits are reduced of a fraudulent act on the part of a family member, the HA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.

2. Annual Re-examination

A. Once each year, or as required by this HA, each family will be required to furnish information in Section III (A) of the Dwelling Lease. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of Tenant to report the necessary information, the HA may terminate the Lease. This reexamination shall be completed on the anniversary date.

C. Records shall be maintained to insure every Tenant being reexamined within a twelve month period.

D. Upon completion of reexamination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the Tenant's file.)

(1) Any change in rent and the date on which it becomes effective.
(2) Any change required in the size of dwelling unit occupied.
(3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
(4) Beginning 10/1/1999 the family will be notified of this amount and the amount of the flat rent. The family shall elect, in writing, their choice.

D. In the event of change in tenant circumstances tenant 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.

E. If this HA determines that the size of the premises is no longer appropriate for Tenant's needs the tenant may be required to transfer to another units as outlined in, Transfers.

3. Interim Redetermination of Rent - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.

A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.

B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.

C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.

E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.

G. A tenant who has had an income reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

4. Notice of Temporary Rent - On occasions, the HA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the information provided the tenant will have fourteen (14) days from the date of the HA notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable) and a HA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.

5. The effective dates of Interim Redetermination of rent:

A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.

B. The tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income

occurred, and to pay any back rent due because of failure on the part of the tenant to report such increase in family income.

C. Any interim change in rent will require re-verification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.

D. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).

E. Employment, unemployment or changes in employment of any nature (example, employed but not working due to illness that is not compensated by the Employer) of the family head, spouse or any other wage earner 18 years of age or older.

F. If it is found that a tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than the tenant should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation which may result in eviction.

6. Special Re-examinations - Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and 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 re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The tenant shall be notified, in writing, of the date of the special re-examination.

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 re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.

C. Rents determined at special re-examinations shall be made effective as noted in this section.

7. Minimum Rent Hardship Exemptions

A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

(1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

(2) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).

(3) The income of the family has decreased because of changed circumstance, including loss of employment.

(4) A death in the family has occurred which affects the family circumstances.

(5) Other circumstances which may be decided by the HA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

B. If a resident requests a hardship exemption (**prior to the rent being delinquent)** under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

8. Reduction of Welfare Benefits - If the resident requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:

A. Noncompliance with economic self-sufficiency program or;

B. Work activities requirements or;

C. Because of fraud.

9. Exception to rent reductions - Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced.

SECTION XIX TRANSFERS

1. Objectives of the Transfer Policy

A. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.

B. To facilitate a relocation when required for modernization or other management purposes.

C. To facilitate relocation of families with inadequate housing accommodations.

D. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfers

A. HA initiated: 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 cost allowed by HUD.

B. Transfers for Reasons of Health: Tenant may be transferred when the HA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the HA reserves the right to make its own evaluation of the situation and documentation. If the HA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee.

C. 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 tenant for good cause. However, the cost of the transfer shall be borne by the tenant. A "Transfer Charge" list is posted in the HA offices and is based on our contract price for maintenance and a administrative charge of $500.00 for processing the transfer. The transfer charge list is updated annually by the HA. The HA 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 7 days of the transfer. The tenant is allowed a period of 7 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 7 days and the keys are not turned in the tenant will be charged a penalty of $10.00 per day for each day the keys are not turned in to the HA. Prior to the transfer the Landlord will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection, with the tenant, on the unit that the tenant 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 tenant 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, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the HA. The tenant must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

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

D. Transfers for Over/Under-housed Families to the Appropriate Unit - The HA may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:

(1) Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
(2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
(3) The tenant must pay for their moving expenses.

E. 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 initiated transfers,
(2) Transfers for health reasons,
(3) Tenants who are under-housed by two or more bedrooms,
(4) Tenants who are over-housed by two or more bedrooms,
(5) Tenants who are under-housed by one bedroom,
(6) Tenants who are over-housed by one bedroom; and,
(7) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed 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 charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

3. Transfer Procedures - The HA shall:

$ 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 apartment as soon as vacant apartment is identified.
- $ Issue notice to transfer as soon as vacant apartment is available for occupancy.
- $ Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- $ Inspect both apartments involved in the transfer, charging for any resident damages that is not considered normal wear and tear.
- $ When the tenant is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.

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

- $ 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 tenant to transfer or refuse transfer.

SECTION XX LEASE TERMINATION AND EVICTIONS

All Lease terminations and evictions will be processed in accordance with the HA's current dwelling lease and Grievance Procedure. The HA's Dwelling Lease and the Grievance Procedure is incorporated into this document by reference and is the guideline to be used for Lease terminations and evictions.

The dwelling lease may not cover every specific situation that warrants a lease termination; therefore, <u>for good cause</u> the HA may terminate a lease for reasons that are not specifically listed in the dwelling lease.

SECTION XXI COMPLAINTS AND GRIEVANCE PROCEDURES

Complaints and Grievance Procedures shall be accomplished 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.

SECTION XXII 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.

SECTION XXIII OCCUPANCY 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 UNDERSTANDING** that they must transfer to the appropriate size unit when instructed to do so by the HA. Otherwise, the following occupancy standards shall apply:

1. Suggested Guidelines

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

2. Assignments shall be made so that, except for husband and wife and infants, bedrooms will not be occupied by persons of different sex over the age of six (6) years.

3. At the option of the HA, an infant, up to the age of two years, may share a bedroom with its parent(s), but the tenant shall not be required to do so.

4. 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.

5. Every family member, over two years of age, is to be counted as a person.

SECTION XXIV COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION

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

1. Statement of Policies and Procedures Governing Admission and Continued Occupancy Policy (ACOP) this policy also outlines the HA's tenant selection and assignment plan.

2. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)

3. Directory of Housing Communities including names, address of project offices, number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all HA facilities.

4. Income Limits for Admission.

5. Utility Allowances.

6. Current Schedule of Routine Maintenance Charges.

7. Dwelling Lease.

8. Grievance Procedure.

9. Fair Housing Poster.

10. "Equal Opportunity in Employment" Poster.

11. Any current "Tenant Notices".

12. Security Deposit Charges.

SECTION XXV PET RULE

1. This HA chooses not to publish rules except those attached to this policy governing the keeping of common household pets (Refer to Section 5.315(b) Content of pet rules: general requirements - public housing programs). Tenants will comply with Section IV (P) of their dwelling lease which states, "Not to keep or allow dogs, cats, or any other animals or pets on the premises without prior written consent of Landlord."

2. Exclusion from this policy for animals that assist persons with disabilities. This policy does not apply to animals that are used to assist persons with disabilities. The exclusion applies to animals that reside in **projects for the elderly** or **persons with disabilities.** The Housing Authority must grant this exclusion if the following is provided:

   $ The tenant or prospective tenant certifies in writing that the tenant or a member of his or her family is a person with a disability;
   $ The animal has been trained to assist persons with that specific disability (example, seeing eye dog); and
   $ The animal actually assists the person with a disability.

Note: Nothing in this policy limits or impairs the rights of persons with disabilities.

SECTION XXVI DECONCENTRATION RULE

1. 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 housing authority 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 housing authority will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. To insure that the

housing authority does not concentrate families with higher income levels, it is the goal of the housing authority not to house more than 60% of its units in any one development with families whose income exceeds 30% of the area median income. The housing authority will track the status of family income, by development, on a monthly basis by utilizing income reports generated by the housing authority's computer system.

2. Actions - To accomplish the deconcentration goals, the housing authority will take the following actions:

   A. At the beginning of each housing authority fiscal year, the housing authority 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 housing authority fiscal year.

   B. To accomplish the goals of:

      (1) Housing not less than 40% of its public housing inventory on an annual basis with families that have incomes at or below 30% of area median income, and
      (2) Not housing families with incomes that exceed 30% of the area median income in developments that have 60% or more of the total household living in the development with incomes that exceed 30% of the area median income, the housing authority's Tenant Selection and Assignment Plan, which is a part of this policy, provides for skipping families on the waiting list to accomplish these goals.

SECTION XXVII 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 cases involving a household containing a minor with a reported elevated blood-lead level.

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.
$ Accounts and other records supporting the HA and financial statements.
$ Other records which may be specified by HUD.

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

SECTION XXVIII PROGRAM MANAGEMENT PLAN - Organization Plan

Reference the HA's adopted personnel policy for the organization plan of the HA.

SECTION XXIX ADDITIONAL HA POLICIES & CHARGES

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 so as 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.

Eufaula Housing Authority

Policy For Use of Community Buildings

The Eufaula Housing Authority intends our community buildings to be used for programs, services, and meetings that are sponsored by residents, requested by the resident community and will enhance the quality of life for our residents. Those who request to use the building must abide by the following requirements.

- Community buildings must be reserved by residents or resident groups.
- For non-housing authority sponsored events, a fee of $50.00 will be charged, payable to the Eufaula Housing Authority, for use of the building. In addition, a damage deposit will be required in the amount of $75.00, which will be refunded after the event provided there are no damages.
- The room must be left in the same order it was found.
- **GET PRIOR APPROVAL** for use of the stove.
- There is **NO SMOKING** at any time in the community building.
- You are responsible for providing your own materials and utensils.
- Keep children out of the kitchen at all times.
- Please notify the Eufaula Housing Authority Maintenance Department at 687-2440 if you have scheduled the community building and your plans have changed.
- **BEFORE LEAVING** the community building make sure:
  - All heaters/air conditioners are turned off completely.
  - All toilets are properly flushed.
  - All lights are turned off including the bathroom.
  - All trash is put away and properly disposed of. You will be responsible to furnish your own trash bags.
  - Check all doors to the building to make sure they are closed and locked.
  - Leave the front outside porch light on.

Please report any problems to the Maintenance Department immediately. In case of an emergency after normal office hours of 8:00 AM - 4:30 PM, please call our emergency phone number at 687-2440.

I, or we, do agree to abide by the above requirements and will be held responsible for any and all damages that are done while we are using the Housing Authority's community building or for damages which occur as a result of our use of the facilities. This agreement may be terminated by either party with a 30-day written notice. This agreement is effective for a period of time not to exceed that specifically stated below:

Resident Representative _____ **Date** _____

Event Representative _____ **Date** _____

Requested Dates of Community Building Use _____

EHA Representative _____ **Date** _____