

BUTLER METROPOLITAN HOUSING AUTHORITY
AGENCY PLAN F. Y. 2000 TO 2004

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BUTLER METROPOLITAN
HOUSING AUTHORITY

TRANSMITTAL LETTER

June 1, 2000

Mr. Thomas S. Marshall, Director
Office of Public Housing
U. S. Department of HUD
The Renaissance on Playhouse Square
1350 Euclid Avenue, Suite 500
Cleveland, OH 44115-1815

Re: PHA Agency Plan

Dear Mr. Marshall:

In accordance to 24 CFR 903.1, the PHA is required under QHWRA to develop an Agency Plan, which is composed of the PHA's Annual Plan and the PHA's Five-Year Plan.

The Butler Metropolitan Housing Authority submits the updated Five-Year Plan for Fiscal Year 2000-2004 and updated Annual Plan Fiscal Year 2000, to the Department of Housing and Urban Development (HUD) for review and approval.

Should you have any questions, please do not hesitate to contact me at 513-896-4411, ext. 105.

Sincerely,

BUTLER METROPOLITAN HOUSING AUTHORITY

Emma Lucas
Acting Director

EL/jlm

Encl.

Cc: Board Members
Cleve. HUD File
Neil Blunt & Associates
Letter File

BUTLER METROPOLITAN
HOUSING AUTHORITY

BOARD RESOLUTIONS

Under Item D-1, the following Resolution was introduced by **Robert Gerhardt** who moved for adoption.

RESOLUTION NO. 1497

**AUTHORIZING APPROVAL OF THE
REVISED BMHA DWELLING LEASE**

WHEREAS; by new Federal Requirements by the U. S. Department of HUD, the BMHA Dwelling Lease needed to be revised to meet these new requirements; and

WHEREAS; the Butler Metropolitan Housing Authority wishes to be in compliance with these new requirements; and

WHEREAS; this new **Revised BMHA Dwelling Lease** replaces the dwelling lease approved on November 4, 1993 under Resolution #1222; and

WHEREAS; the U. S. Department of HUD has recognized that this new Dwelling Lease is a workable one.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Butler Metropolitan Housing Authority that said BMHA Dwelling Lease is approved as revised.

Gloria Glenn seconded the Resolution adoption and upon roll call, the “AYES” and “NAYS were as follows:

AYES: Robert Gerhardt, Gloria Glenn, Robert Noes, Steve Poulemanos, Vincent Sanzone

NAYS: None

Thereupon the Chairperson declared the said motion carried and said Resolution adopted.

ADOPTED: May 25, 2000

Under Item D-3, the following Resolution was introduced by **Robert Gerhardt** who moved for adoption.

RESOLUTION NO. 1499

**AUTHORIZING APPROVAL OF THE
REVISED BMHA
ADMISSIONS & OCCUPANCY POLICY**

WHEREAS; by new Federal Requirements by the U. S. Department of HUD, the BMHA **Admissions & Occupancy Policy** needed to be revised to meet these new requirements; and

WHEREAS; the Butler Metropolitan Housing Authority wishes to be in compliance with these new requirements; and

WHEREAS; this new **Revised BMHA Admissions & Occupancy Policy** replaces the revised Leasing & Occupancy Policy approved on June 27, 1996 under Resolution #1340; and

WHEREAS; the U. S. Department of HUD has recognized that this new **Admissions & Occupancy Policy** is a workable one.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Butler Metro-politan Housing Authority that said BMHA **Admissions & Occupancy Policy** is approved as revised.

Robert Noes seconded the Resolution adoption and upon roll call, the “AYES” and “NAYS were as follows:

AYES: Robert Gerhardt, Robert Noes, Gloria Glenn, Steve Poulemanos, Vincent Sanzone

NAYS: None

Thereupon the Chairperson declared the said motion carried and said Resolution adopted.

ADOPTED: May 25, 2000

Under Item D-4, the following Resolution was introduced by **Robert Gerhardt** who moved for adoption.

RESOLUTION NO. 1500

**AUTHORIZING BUTLER METROPOLITAN HOUSING AUTHORITY
APPLICATION FOR FUNDING IN THE
HUD DRUG ELIMINATION PROGRAM FOR
FEDERAL FISCAL YEAR 2000**

WHEREAS; the Butler Metropolitan Housing Authority is making an application to receive funds in the amount of **\$286,362.00**, which will be used to eliminate drug-related crime and problems associated with it, in and around the premises of Authority property; and

WHEREAS; it is necessary for the Board for Commissioners to support the activities planned in the Drug Elimination Program application; and

WHEREAS; it is necessary that the Board of Commissioners approve said application.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that it authorizes the Acting Director, Emma Lucas, to apply and submit the **Drug Elimination Program** application to the HUD office, along with the Authority's Agency Plan, both **due on June 15, 2000**.

Gloria Glenn seconded the Resolution adoption and upon roll call, the "AYES" and "NAYS were as follows:

AYES: Robert Gerhardt, Gloria Glenn, Robert Noes, Vincent Sanzone

NAYS: None

Steve Poulemanos abstained from voting.

Thereupon the Chairperson declared the said motion carried and said Resolution adopted.

ADOPTED: May 25, 2000

Under Item D-5, the following Resolution was introduced by **Robert Gerhardt** who moved for adoption.

RESOLUTION NO. 1501

**AUTHORIZING APPROVAL OF
THE AGENCY PLAN
(5-Year Plan and Annual Plan)
FOR
BUTLER METROPOLITAN HOUSING AUTHORITY
FFY 2000**

WHEREAS; the U. S. Department of Housing and Urban Development through PIH Notice 2000-12 states that PHAs with July 1, 2000 and October 1, 2000 fiscal years must submit an **Agency Plan** as provided in the PHA Plans Final Rule (issued October 21, 1999), found at 24 CFR Part 903; and

WHEREAS; the Authority has been given an extension until **June 15, 2000** for submittal of said **Agency Plan**, per letter dated 4/10/00 from Mr. Thomas S. Marshall, Director of Office of Public Housing; and

WHEREAS; it is necessary that the Board of Commissioners approve and certify **this Agency Plan** consisting of a 5-Year Plan and Annual Plan; and

WHEREAS; this Agency Plan is submitted to the Board of Commissioners for their approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Butler Metro-politan Housing Authority that said **Agency Plan** is approved and certified.

Gloria Glenn seconded the Resolution adoption and upon roll call, the “AYES” and “NAYS were as follows:

AYES: Robert Gerhardt, Gloria Glenn, Robert Noes, Steve Poulemanos, Vincent Sanzone

NAYS: None

Thereupon the Chairperson declared the said motion carried and said Resolution adopted.

ADOPTED: May 25, 2000

Under Item D-6 the following Resolution was introduced by **Robert Noes** who moved its adoption.

RESOLUTION NO. 1502

**AUTHORIZING BUTLER METROPOLITAN HOUSING AUTHORITY
PARTICIPATION IN THE COMPREHENSIVE GRANT PROGRAM (CGP)
FOR FISCAL YEAR 2000 (CG709)
IN THE AMOUNT OF \$2,218,836.00**

WHEREAS; the estimate of CGP funds for Fiscal Year 2000 for Butler Metropolitan Housing Authority would be in the amount of **\$2,218,836.00**; and

WHEREAS; it is necessary that the Board of Commissioners approve and make the agreements and certifications to HUD contained in HUD Form-52836, PHA/IHA Board Resolution Approving Comprehensive Plan or Annual Statement; and

WHEREAS; this application for funding and participation information was submitted to the Board for their information in making decisions; and

WHEREAS; the Board of Commissioners approves this Federal FY00 application for participation in the Comprehensive Grant Program 709.

WHEREAS; NOW, THEREFORE, BE IT RESOLVED by the Butler Metropolitan Housing Authority that the said application and participation information including execution of Form HUD-52836 be submitted to the U. S. Department of HUD as approved by the Board of Commissioners.

Gloria Glenn seconded the Resolution adoption and upon roll call, the “AYES” and “NAYS were as follows:

AYES: Robert Noes, Gloria Glenn, Robert Gerhardt, Steve Poulemanos, Vincent Sanzone

NAYS: None

Thereupon the Chairperson declared said motion carried and said Resolution adopted.

ADOPTED: May 25, 2000

Under Item D-7, the following Resolution was introduced by **Robert Noes** who moved for adoption.

RESOLUTION NO. 1503

**AUTHORIZING APPROVAL OF THE
REVISED BMHA
ADMINISTRATIVE PLAN
FOR THE
SECTION 8 CERTIFICATE AND VOUCHER PROGRAMS**

WHEREAS; by new Federal Requirements by the U. S. Department of HUD, the BMHA Administrative Plan for the Section 8 Certificate and Vouchers needed to be revised to meet these new requirements; and

WHEREAS; the Butler Metropolitan Housing Authority wishes to be in compliance with these new requirements; and

WHEREAS; this new **Revised BMHA Administrative Plan for the Section 8 Certificates and Vouchers** replaces the previous revised plan dated April 16, 1991; and

WHEREAS; the U. S. Department of HUD has recognized that this new **Revised BMHA Administrative Plan for the Section 8 Certificates and Vouchers, dated May 23, 2000** is a workable one.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Butler Metro-politan Housing Authority that said **BMHA Administrative Plan for the Section 8 Certificates and Vouchers, dated May 23, 2000** is approved as revised.

Steve Poulemanos seconded the Resolution adoption and upon roll call, the “AYES” and “NAYS were as follows:

AYES: Robert Noes, Steve Poulemanos, Robert Gerhardt, Gloria Glenn, Vincent Sanzone

NAYS: None

Thereupon the Chairperson declared the said motion carried and said Resolution adopted.

ADOPTED: May 25, 2000

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004

Annual Plan for Fiscal Year 2000

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan
Agency Identification**

PHA Name: BUTLER METROPOLITAN HOUSING AUTHORITY

PHA Number: OH015

PHA Fiscal Year Beginning: JULY 1, 2000 TO JUNE 30, 2001

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 (list below)

Section 8 Office

**5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004**
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- 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: (state mission here)
To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination for qualified applicants and residents of the Butler Metropolitan Housing Authority.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

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 or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
 - Improve public housing management: (PHAS score)
 - Improve voucher management: (SEMAP score)
 - 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
 - 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: (list below)

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: (list below)

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: (list below)

Other PHA Goals and Objectives: (list below)

1. The Butler Metropolitan Housing Authority will apply for

additional funding to complete and "ADA" Survey for all high rise buildings. If there is sufficient funding available, the survey will include family development as well.

- 2. See the individual Department goals in Attachments**

Annual PHA Plan
PHA Fiscal Year 2000
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

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

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

BUTLER METROPOLITAN HOUSING AUTHORITY
AGENCY PLAN
EXECUTIVE SUMMARY

On October 21, 1999, the U.S. Department of Housing and Urban Development published the Final Rule implementing section 511 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). The Final Rule introduces the public housing agency (PHA) plans which include an Annual Plan and a 5-Year Plan. Through these plans, Butler Metropolitan Housing Authority will advise HUD, the residents and members of the public, of the Housing Authority's mission for serving the needs of low income and very low income families and the Housing Authority's strategy for addressing those needs.

The Annual Plan provides details about BMHA's current operations, program participants, programs and services. Also, it includes the Housing Authority's strategy for handling current operations, resident concerns and needs, as well as planning and implementation of new programs and services for the next fiscal year.

The 5-Year Plan is designed to outline the Housing Authority's long range goals and objectives for achieving its mission over the next five years.

The BMHA strategy for developing the Agency Plan includes refinement of its mission and vision statements; meetings with residents, staff interviews and interaction; consulting with local governing bodies; collaboration with local law enforcement and attorneys that represent the BMHA customer base. As a result of this work, BMHA will implement its agency plan by implementing broad based strategies as follows:

STRATEGY #1 To continue to maintain safe and affordable housing units for new applicants and existing tenants of BMHA.

The two major priorities within this strategy include continuation of rehabilitation efforts through the use of HUD Comprehensive Grant funding and the commencement of a long range planning process devoted to the economic revitalization of BMHA's two largest housing developments - Riverside Homes and Bambo Harris.

STRATEGY #2 Increase outreach on the part of BMHA Resident Relations Department to Social Service providers.

The priority for this strategy is two-fold:

- a) increase communication and collaboration with non-profit social service providers who serve the disabled and homeless.
- b) Assist the residents of the family developments and scattered sites to form Resident Councils.

STRATEGY #3 To maintain full lease-up of the Section 8 "Main Stream" program in order to continue to be a resource for special needs housing and to help meet existing and current needs.

The priorities within this strategy are maintaining an annual occupancy rate of 97% and, as a result, apply and receive additional vouchers each year; and working with local non profits to develop a transitional housing process that meets Federal guidelines.

STRATEGY #4 To create a stronger more comprehensive network within various departments of the Housing Authority in order to better serve new applicants who are unemployed or under employed.

The priority within this strategy includes closer intra-agency cooperation with Leasing and Occupancy, Resident Relations, Section 8 and COP teams. The intent of this collaboration is to assist BMHA customers with identifying employment needs and referral to various job assistance resources throughout the county at the time of initial leasing.

STRATEGY #5 To be a member of the proposed County-wide housing coalition.

The Housing Authority recognizes its weakness in reaching out to the larger community as a partner in meeting the current housing needs of low income families. The priority within this strategy allows BMHA to further its mission by acting in partnership with other non-profits to meet various housing needs.

STRATEGY #6 To provide funding to increase handicap accessibility at all BMHA high rise developments.

The Housing Authority has completed work in the developments for elderly and disabled directly related to the requirements of the Americans With Disabilities Act. More work needs to be completed. The priority within this strategy is to complete an ADA Survey for the remaining work and to apply for Comprehensive Grant Funding and additional dollars from other sources to complete the work identified by the survey.

STRATEGY #7 To continue the identification and elimination of lead-based paint hazards in BMHA affected units.

The priority within this strategy is directly related to the revitalization planning process that will commence at Riverside Homes and Bambo Harris during 2000. Also, the Housing Authority will participate in the county-wide lead task force in order to collaborate with the county agencies that identify and monitor lead paint and other environmental issues.

This summary is intended to paint a picture of the BMHA's activities through June of 2005. Greater detail is provided within the body of the Agency Plan. The Agency Plan is meant to be used as a planning and implementation tool. It provides the pathway to identify needs, seek funding for completion, meet time frames and identify who is accountable for accomplishing the work. The annual updates will allow BMHA to report its accomplishments and to identify additional work that may be necessary.

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- Admissions Policy for Deconcentration, **Admission & Continued Occupancy Policy.**
- 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 (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
N/A	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
X	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 support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	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 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	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
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	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
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
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 <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	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
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	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
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7.9 (a)]

A significant portion of the development of the Agency Plan consisted of a review of the Consolidated Plans of Butler County, the City of Middletown and the City of Hamilton. The consolidated plans of all these jurisdictions address the issue of housing affordability for families with incomes less than 30% of median and families with incomes greater than 30% but less than 50%. The overall issue relates to the need for more affordable housing that is accessible by not only by automobile, but also by public transit; housing that is located in close proximity to current job markets; and housing which can accommodate families who need 2 and 3 bedroom units. For some time, there was little or no public transit that serviced the area; however, that problem is being corrected and more public transit is now available.

A second major need addressed in the Consolidated Plans was greater cooperation and collaboration on the part of non-profit service providers toward low income families especially families with special needs and the homeless. The Housing Authority will continue to maintain full lease-up of its Section 8 Voucher Main Stream program in order to meet some of this need. Also, BMHA will apply for additional Main Stream Vouchers annually and as a part of its 5 Year Plan. Further BMHA Resident Relations Staff has recognized the need to perform more outreach work in conjunction with other Butler County non-profit agencies. Resident Relations has incorporated this initiative into the 5 Year Plan goals for that department. In addition, an increase in transitional housing was identified as a strong housing need. BMHA will continue to work with other local non-profits to develop a strategy for increasing the number of transitional housing units for special needs and homeless families.

A third need identified in the consolidated plans is to continue to maintain safe and affordable housing for extremely low, very low and moderate income households. The emphasis is placed on rehabilitation of existing housing stock. BMHA will continue to assist this goal through the use of Comprehensive Grant funding and seeking a Hope VI Grant for two large housing developments in partnership with the City of Hamilton, Housing Authority residents, non-profit service providers and other interested parties.

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

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the “Overall” Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being “no impact” and 5 being “severe impact.” Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall 36,691	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	10,357	5	5	3	4	5	4
Income >30% but <=50% of AMI	6,967	5	5	3	4	5	3
Income >50% but <80% of AMI	8,568	3	2	2	2	2	3
Elderly	5,662	3	4	3	4	2	4
Families with Disabilities	5,066	4	5	4	4	4	4
Race/Ethnicity w	94%	2	3	3	3	4	4
Race/Ethnicity. aa	4%	4	3	3	3	4	4
Race/Ethnicity hisp	0.5%	4	4	4	4	4	4
Race/Ethnicity other	1.5%	3	3	3	3	3	3

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: Hamilton and Middletown, Butler County

- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
 Indicate year:
- Other housing market study
 Indicate year:
- Other sources: (list and indicate year of information)

BMHA waiting lists - low rent Section 8

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

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> 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	1200	40%	50%
Extremely low income <=30% AMI	180	15%	
Very low income (>30% but <=50% AMI)	1020	85%	
Low income (>50% but <80% AMI)	0	0	
Families with children	720	60%	
Elderly families	300	25%	
Families with Disabilities	180	15%	
Race/ethnicity	480	40%	
Race/ethnicity			
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	462	91%	30%
2 BR	343	88%	40%
3 BR	218	79%	50%
4 BR	62	86%	20%
5 BR	12	86%	15%
5+ BR			

Housing Needs of Families on the Waiting List

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

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(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

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses FY 2000		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	2,108,028	
b) Public Housing Capital Fund		
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	3,326,351	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	286,362	Public Housing Safety/Security and Youth Services
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)		
3. Public Housing Dwelling Rental Income	1,909,400	
4. Other income (list below)		
4. Non-federal sources (list below)		
Total resources	\$7,630,141	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

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

- a. 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
- b. Yes No: Is this policy consistent across all waiting list types?
- c. 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

- a. 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?
- b. 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)

c. 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

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 below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work 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. 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.

Date and Time

Former Federal preferences:

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 3 Victims of domestic violence
- 4 Substandard housing
- 1 Homelessness
- 5 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 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)
- Disabled, veterans, establish 2nd household

4. 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

a. 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)
Addition of adult requires prior application/notification

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 (list)

(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:

- Scattered Sites
- Other (list policies and developments targeted below)
Reward working family with single family units.
- 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:
OH 15-10; 15-13; 15-15; 15-16; 15-19
- 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

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

- a. 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 (list below)
- 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? (select all that apply)
- Criminal or drug-related activity
 - Other (describe below)
 - 1. Housekeeping
 - 2. Eviction
 - 3. No sharing of criminal or drug related activity at this time. In the process of being revised.

(2) Waiting List Organization

- a. 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)
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- PHA main administrative office - Section 8 office in Hamilton, OH, lower level of Henry Long Tower apt.
 - 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 below: 1. This is done in two, thirty day extensions due to tight rental market.

2. Verification of diligent search
3. Medical reasons

(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 - **No Longer Applicable**

- 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

1. Goal for outreach to victims of domestic violence

- 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.

Date and Time

Former Federal preferences **1. No Priority - 0.**

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

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)

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

- Through published notices Internet, Landlord Outreach
 Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

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 Public Housing & Section 8
 \$1-\$25
 \$26-\$50

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

3. If yes to question 2, list these policies below:

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:
N/A
- 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)

N/A

- 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) N/A

- 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:

1. 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 (list below)
Flat rent at recertification which will be not less than every 3 years.

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 (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies .

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

- At or above 90% but below 100% 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) **N/A**

- 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) **N/A**

- 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? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(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

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1,300	78 = 6%
Section 8 Vouchers	726	22 = 3%
Section 8 Certificates	31	1 = 3%
Section 8 Mod Rehab	N/A	
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	
Public Housing Drug Elimination Program (PHDEP)	1,300	78 = 6%
Other Federal Programs(list individually)		
Comp Grant	1,300	78 = 6%

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management: (list below)

**BUTLER METROPOLITAN HOUSING
MANAGEMENT POLICY**

I. FISCAL CONTROLS

A. ACCOUNTING AND REPORTING PROCEDURES

1. The Authority shall maintain complete and accurate books of accounts and records as prescribed by I-IUD and the State of Ohio in accordance with the Manual relating thereto.
2. The Authority shall prepare and file with HUD and the State of Ohio such financial and operating statements as may be required by HUD in accordance with the Annual Contributions Contracts and as provided in the Manual.

B. OPERATING BUDGETS

Operating Budgets shall be prepared by the Authority and submitted to HUD in accordance with the terms of the Annual Contributions Contracts and other regulations established by HUD

C. OPERATING RESERVES

The Operating Reserves shall be established and maintained within -the General Fund from Operating Receipts. They shall be used for repairs, maintenance, replacements, vacancy and collection losses, and working capital, in such amounts and upon such conditions as may be set forth in Board Resolutions approved by HUD and as provided in the Manual.

D. PROCUREMENT POLICY

Purchases and contracts for equipment, materials, supplies, or services, except for personal services, shall be made in accordance to the Procurement Policy as approved by HUD.

E. DISPOSITION POLICY

1. Personal property shall not be sold or exchanged for less than its fair value. Personal Property of the value of one thousand dollars (\$1,000.00) or more, which is to be sold to other than a public body for a public use, shall be sold at public sale.
2. Sales of excess personal property shall be made in the following manner:
 - a. If the estimated sales value of the personal property offered for sale is less than one hundred dollars (\$100.00), the Executive Director may negotiate a sale in the open market after ensuring a fair return to the Authority. The sale shall be documented by an appropriate bill of sale.
 - b. For sales from one hundred dollars (\$100.00) to one thousand dollars (\$1,000.00), the Executive Director or assignee shall solicit informal bids orally, by telephone, or in writing from all known prospective purchasers, and a tabulation of all such bids received shall be prepared and retained as part of the permanent record. The sale shall be documented by an appropriate bill of sale.
 - c. Sales of one thousand dollars (\$1,000.00) or more, and the award of such contract shall be made only after advertising for formal bids. Such advertising shall be at least fifteen (15) days prior to award of the sales contract and shall be by advertisement in newspapers or circular letters to all prospective purchasers. Bids shall be opened publicly at the time and place specified in the advertisement. A tabulation of all bids received shall be prepared and filed with the contract as a

part of the permanent record. The award shall be made to the highest bidder as to price.

- d. The sale of personal property to a public body for a public use may be negotiated at its fair value, subject to prior approval of the Board. The transfer shall be documented by an appropriate bill of sale.
- e. Personal property shall not be destroyed, abandoned, or donated without the approval of the Board. The Executive Director or assignee shall make every effort to dispose of excess personal property as outlined herein. However, if the property has no scrap or salvage value, and the purchaser cannot be found, a statement shall be prepared by the Executive Director, listing the prospective bidders solicited and all other efforts made to sell the property, together with recommendations as to the manner of disposition. This statement shall be referred to the Board for its approval. A copy of the Board's approval, together with the complete documentation in support of destruction, abandonment, or donation, shall be retained as a part of the permanent records.

F. INVESTMENT POLICY

The Authority shall maintain any investment accounts with the purpose to maximize the interest earned on those monies. The investment accounts will be established and maintained as prescribed by HUD and the State of Ohio in accordance with the Manuals relating thereto.

G. REPAYMENT OF ADDITIONAL CHARGES OTHER THAN COMPUTED RENT

To assist the Authority residents, this repayment schedule permits repayment to the Authority of determined retro rent, maintenance charges, fire insurance deductible and any other charge other than computed rent. This schedule established consistency in establishing repayment terms, but may be waived or effected by the Executive Director.

H. RENT COLLECTION POLICY

Rent is due on the 1st of the month. It is considered delinquent after the 5th. No partial payment of rent will be accepted. Rent may be paid by check or money order. No cash payments will be accepted.

On the 11th day of the month 14 day eviction notices are issued, initiating court action. Residents whose rent is still unpaid by the 21st of the month are then issued a 3 day eviction notice.

Delinquencies not rectified by the 25th of the month are then turned over to our attorney to be filed for a court hearing.

When judgement is granted by the court the Authority must evaluate each case separately based on prior history for its decision on evictions.

The decision to allow residents to remain in unit requires payment of all charges up to date.

I. RETRO RENT COLLECTION POLICY

Retro rent is considered the same as rent; therefore any retro rent balance owed must be paid in full during the month it is due, unless an installment plan has been approved. An extended payment plan may be set up on monthly installments based on the approved repayment schedule formula.

Agreement for payment of retro active rent charges must be signed by resident and witnessed by Authority personnel.

Only one (1) agreement may be in effect at a time

J. COLLECTION POLICY

Unpaid balances owed by former residents must be paid in a timely manner. Any delinquent balances the Authority deems collectable will be sent to the Authority attorney, after allowing at least 30 days for payment.

Collection payments received by Authority are forwarded to the Authority attorney.

K. WRITE-OFF POLICY

Certain residents have outstanding balances that are due and owing. As a matter of accepted proper bookkeeping practice, such unpaid accounts should be charged off the "Book of Accounts" because they appear as tangible assets, giving a false worth.. Unpaid balances uncollected after a 6 month period will be sent to the Board of Commissioners for approval by a resolution to write off such balances to Collection Loss. Even though charged off, a continuous effort will be made to collect those accounts. Should a former resident re-apply for housing a full payment of old debt will be required before admittance.

L. PETTY CASH POLICY

The Authority has need to provide cash to cover the expenses of certain job positions for emergency and small purchases when the circumstances of expedience and minor cost occur, and those employees who hold these positions and the authorized funds will be required to sign for the funds as the "custodian" and to submit at least monthly, or more frequently as needed, the receipts for all funds spent and request reimbursement of the funds.

Those positions having funding include

Maintenance Working Supervisor (Hamilton)	\$50.00
Maintenance Working Supervisor (Middletown)	\$50.00
Maintenance Supervisor	\$50.00
Accounting & Budget Officer	\$50.00

II INSURANCE, PERSONNEL, AND PROPERTY CONTROL

A. INSURANCE

Insurance and fidelity bonds shall be obtained in the amounts and in the manner prescribed by the Annual Contributions Contract and in accordance with the Manual relating thereto.

B. LABOR RELATIONS AND DETERMINATION OF WAGES

For maintenance and other employees whose -salaries are fixed pursuant to a contract, appropriate compensation rates shall be paid on the basis of prevailing rates in the locality, as determined by the Labor Relations Branch of Housing and Urban Development.

For all other employees, appropriate compensation rates shall be determined on the basis of prevailing pertinent local public practice. Public practice as referred to herein shall consist primarily of the related regulations of the municipal and county government and of such local bodies as public schools, public hospitals, or other institutions supported by public funds.

C. PERSONNEL POLICY

1. In accordance with the local ordinances and the By-laws of the Authority, employees shall be selected and employed by the Authority.
2. All members and employees of the Authority involved in official travel are subject to regulations established by the Authority outlining Authority required methods of travel, and reimbursement for travel and subsistence. Approved travel regulations will follow Government procedure as closely as possible and can be amended only of official action.
3. Hours of work, annual leave and sick leave shall be established and shall be in conformance with local policies insofar as possible.

D. PROPERTY CONTROL

1. A system of control of all property and materials for each project shall be established showing at all times the location of the property. All items of furniture and equipment shall be recorded on a non-expendable control showing cost, acquisition document, condition and location. Any damage by fire or breakage and wearing out of non-expendable property shall be written off property records only by authorization of the Authority. A record of expendable materials shall be kept to show a perpetual inventory with costs. Such records are to be used for inventory, comparative costs, purchasing and budget purposes. for quantities of materials that will not be immediately used, a "Stores Account" will be maintained.
2. Inventory of both non-expendable and expendable property shall be taken at intervals of not less than once a year.
3. Both non-expendable and expendable property shall not be subject to record keeping if determined value is less than \$100.00. Exceptions would arise where management deems control is necessary.

III GENERAL

A. ADMINISTRATIVE REGULATIONS

1. TERMS AND CONDITIONS OF OCCUPANCY

- a. Incorporated into the resident's lease or occupancy agreement either by inclusion or reference, shall be terms and conditions which all residents accept and agree to meet at all times during residence in the project. Terms of the lease or occupancy agreement shall provide for the inclusion of any rules and regulations which may be released. by the Authority's authorized management representative. Regulations may include restrictions on pets or any commercial activity carried out on the premises by residents, and similar terms. Included will be statements of Policy on family composition, such as a restriction against lodgers. These rules and regulations included by reference in the occupancy agreement are to be amended from time to time as may be required by circumstances.
- b. It is the intent of this Authority that there be established only essential rules and regulations that must be adopted in the best interest of the majority of residents for efficient operation of the subdivisions. It is not the intent of the Authority that residents have any impression of institutionalism or unnecessary regimentation. Just as firm, however, is the position taken that responsibility rests with the Authority and its

management representatives to maintain a subdivision that is clean and attractive to residents, free from nuisance factors that may stem from carelessness or negligence and operated at a low cost as practicable.

B. **MANAGEMENT-RESIDENT RELATIONSHIP**

Much of the success of management operation is dependent upon a good relationship between management representatives and the residents of the subdivision. In order that this may be a positive influence, it is important that the Executive Director and the Authority staff practice a degree of intelligent social understanding and tolerance of human behavior in carrying out their duties. A good management-resident relationship always requires tact in dealing with the general public without bias, prejudices, or emotional involvement. On the other hand, there should be no confusion between these basic attitudes and the ability to deal with residents with firm, businesslike methods.

C. **RESIDENT MAINTENANCE ACTIVITIES**

Maintenance of the low-rent character of the subdivision will require some measure of resident maintenance in accordance the dwelling lease.

D. **DELEGATION OF RESPONSIBILITIES**

1. The Executive Director is responsible to the Authority for coordination and general supervision of the administration the business and affairs of the Authority.
2. Considerable latitude in administrative operations is given the Director, but Policy in all phases of the program will be established by the Authority as well as the approval of all financial expenditures and contracts for services.
3. Responsibility may be delegated on to other employees by Executive Director as may be determined necessary.

Established for Butler Metropolitan Housing Authority (BMHA Resolution Number #1220 on November 4, 1993.

Received by HUD, acknowledgement dated November 29, 1993.

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

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)

1. Section 8 Office
Hamilton, Ohio

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

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

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

- 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 at Attachment (state name) 1. OH 15-1 Bambo Harris
2. OH 15-2 Riverside Homes

-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)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- 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:
1. OH 15-1 Bambo Harris
2. OH 15-2 Riverside Homes

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

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

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.)

PART OF 5 YEAR PLAN

OH 15-1 & 2

1. Lead base paint windows and soil
2. Asbestos floor tile

OH 15 - 2

1. Termites
2. Weep holes, around the wall

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: Bambo Harris - Riverside Homes
1b. Development (project) number: 15-1 - 15-2
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(04/01/2001)</u>

5. Number of units affected: 141 UNITS - OH 15-1 & 142 UNITS - OH 15-2

6. Coverage of action (select one)

Part of the development

Total development

7. Timeline for activity:

a. Actual or projected start date of activity: **7/1/2000**

b. Projected end date of activity: **7/1/2004**

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

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No:

SECTION 8 ONLY

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.)

BMHA will be planning to apply for designated elderly. BMHA will address to their 5 year plan, regarding accessibility in all the projects to bring them up to "ADA" standards.

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:	Henry Long Towers
1b. Development (project) number:	OH 15-3
2. Designation type:	Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:	(01/01/02)
5. If approved, will this designation constitute a (select one)	<input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?

6. Number of units affected: 129 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: The Townhouse and Ross Hunt Tower 1b. Development (project) number: OH 15-4C and OH 15-5
2. Designation type: Single, Elderly Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(01/01/02)</u>
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
7. Number of units affected: 82 and 125 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description	
1a. Development name: Dayton Lane Gardens	
1b. Development (project) number: OH 15-14	
2. Designation type:	
Occupancy by only the elderly <input type="checkbox"/>	
Occupancy by families with disabilities <input type="checkbox"/>	
Occupancy by only elderly families and families with disabilities <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved; included in the PHA's Designation Plan <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: <u>(01/01/02)</u>	
5. If approved, will this designation constitute a (select one)	
<input checked="" type="checkbox"/> New Designation Plan	
<input type="checkbox"/> Revision of a previously-approved Designation Plan?	
8. Number of units affected: 45	
7. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input checked="" type="checkbox"/> Total development	

Designation of Public Housing Activity Description	
1a. Development name: Mark C. Petty Plaza	
1b. Development (project) number: OH 15-17	
2. Designation type:	
Occupancy by only the elderly <input type="checkbox"/>	
Occupancy by families with disabilities <input type="checkbox"/>	
Occupancy by only elderly families and families with disabilities <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved; included in the PHA's Designation Plan <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: <u>(01/01/02)</u>	
5. If approved, will this designation constitute a (select one)	
<input checked="" type="checkbox"/> New Designation Plan	
<input type="checkbox"/> Revision of a previously-approved Designation Plan?	
9. Number of units affected: 110	
7. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input checked="" type="checkbox"/> Total development	

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

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?	
<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)	
3. <input type="checkbox"/> Yes <input type="checkbox"/> 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)	
<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> 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

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

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.)

BMHA has a mainstream program for disabled. This includes customers who have mental or physical disabilities on dual-diagnosed. 100 vouchers in program.

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name:	
1b. Development (project) number:	
2. Federal Program authority:	<input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> 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)	<input type="checkbox"/> Part of the development <input type="checkbox"/> 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

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- Yes No: Has the PHA 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)? Information is shared, however no formal cooperation agreement.

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)

- 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 (describe)

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)
<i>Drug Program</i>				
Social Activities for children				
PRC (Prevention, Retention, Contingency)	All families with children	Via Family Service Middletown.	@ Application	PH
Carel Cosby Summer		15-7 & 15-4A Via Family Service, Middletown		Income Based
Head Start		BCBE	15-2 & 15-4A	Income Based

(2) Family Self Sufficiency program/s

a. 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	25	-0-

- b. 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:
 1. Will hire FSS coordinator - year 2000
 2. Outreach to qualified participants

C. Welfare Benefit Reductions

1. 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

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

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 Bambo Harris & Riverside Homes
- Residents fearful for their safety and/or the safety of their children
Devoted resources to young, bulk of money goes to overtime police.
- 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)
On going Drug Elimination Program

3. Which developments are most affected? (list below)
OH 15-1, 15-2, 15-7, 15-4A & 15-4B

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)
1. Installation of security cameras in some areas, plan on installing more security cameras in 2000 and 2001.
2. Utilizing community, community police and overtime officer
3. Involve community activities with youth to be out of trouble.

2. Which developments are most affected? (list below)
OH 15-1, OH 15-2, OH 15-7

C. Coordination between PHA and the police

1. 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? (list below)
OH 15-1, OH 15-2, OH 15-7, OH 15-3, OH 15-4C, OH 15-5, OH 15-14 & OH 15-17.

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- 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

[24 CFR Part 903.7 9 (n)]

**BUTLER METROPOLITAN HOUSING AUTHORITY
PET POLICY**

Reasons for modifications:

The United States Congress has passed legislation prohibiting the owner or manager of federally assisted housing for the elderly or handicapped from preventing the ownership and keeping of common household pets by the tenants of such housing. In order to conform with such legislation, this pet policy is adopted.

The rules and Regulations of the Butler Metropolitan Housing Authority are hereby amended as follows:

- a. Only one common household pet such as a dog or cat or bird (in a cage) or fish (in an aquarium no larger than 20 gallon) may be kept.
- b. The tenant must provide the Chief Leasing a& Occupancy Officer with evidence of all pet vaccinations required by applicable law or ordinance. Pets must always wear a current license and rabies tag with a tag stating owner’s name, address and phone number.
- c. Female cats and dogs must be spayed prior to being placed in the tenant’s dwelling unit. Evidence of procedure must be provided to the Chief Leasing & Occupancy Officer.
- d. Any extermination cost incurred by the Butler Metropolitan Housing Authority as the result of a pet with fleas, ticks and other animal related pests will be charged to tenant.
- e. No pet’s mature growth shall exceed fifteen inches (15”) in height, measured from ground to shoulder.
- f. No guests are allowed to bring pets on Community premises.
- g. Tenants are not permitted to “pet sit” or house a pet without first fully complying with all rules set forth herein.
- h. Pets shall not be permitted in any common areas within the building except when directly leaving or entering the building. Pets must be on a leash controlled by an adult when outside the dwelling unit and must be secured or caged inside the dwelling unit when Butler Metropolitan Housing Authority’s employees or contractors are present.

- i. Before acquiring a pet, the tenant must provide the Chief Leasing & Occupancy Officer, in writing, with the name of the adult(s) who will be responsible for the care of the tenant's pet in case of the tenant's illness, hospitalization or other emergency.
- j. The tenant shall be responsible for immediately disposing of all animal waste. The tenant shall pick up and dispose of all animal droppings in accordance with the following:
 - 1. Wastes must be placed in a plastic bag, tightly secured and deposited in an outside dumpster. At no time will pet waste be placed in trash chutes.
 - 2. Tenants owning a cat must provide a litter box to be cleaned on a regular basis. Litter box and contents must be placed in a plastic bag, tightly secured and deposited in an outside dumpster. At no time will pet waste be placed in trash chutes.
- k. The Butler Metropolitan Housing Authority reserves the right to have the pet removed from the housing unit when the pet is determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets in the Community or if the tenant refuses to abide by the pet policy.
- l. A refundable \$100.00 pet deposit is required to cover costs of potential pet damage. When pet is no longer residing with the tenant, the tenant may request a refund of the pet deposit by notifying the Chief Leasing and Occupancy Officer. When the removal of such pet is verified, the tenant is eligible for the refund. No pet deposit is required for fish or service animal.

Service Animal:

Exceptions to this pet policy will be made for a service animal – meaning any guide dog, signal dog, or other animal trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired vision, alerting individuals with impaired hearing to intruders and sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

A Service Animal could also include any common household pet determined by a third party to contribute to the emotional or physical well being of a resident with a disability.

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

Available at Comp Grant Application

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

- 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: **Section 8 updated adm. plan, utility allowance, rent**
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

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

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)
Redevelopment of housing stock, disposition, Hope VI funds.
OH 15-1, OH 15-2

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

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
The Resident Councils in the high rise buildings and representatives from the family developments
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
 - Attached at Attachment (File name)
 - Provided below:

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

 - Other: (list below)

Sent response letter to resident councils.

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.)

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) **Candidate recommended by Community Police Officer**

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) Must be appointed by City Manager, Judges, etc.

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

City of Hamilton, City of Middletown and Butler County

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)

See attached consolidated plan conformance

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

City of Middletown - Jung-Han Chen (513) 425-7941

City of Hamilton - Jim Boerke (513) 868-5878

Suparna Dasgupta (513) 868-5886

Butler County Dennis Nichols (513) 887-3928

Donna Everson (513) 785-5391

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)

See attached Consolidated Plan Conformance

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

BUTLER METROPOLITAN HOUSING AUTHORITY

MISSION AND VISION STATEMENTS

VISION STATEMENT
BUTLER MEETROPOLITAN HOUSING AUTHORITY

TO BE ACKNOWLEDGED BY OUR CUSTOMERS AS A HOUSING PROVIDER THAT CREATES TRUST BY DELIVERING HOUSING SERVICES WITH THE HIGHEST DEGREE OF QUALITY, VALUE AND INTEGRITY.

MISSION STATEMENT
BUTLER METROPOLITAN HOUSING AUTHORITY

TO PROMOTE ADEQUATE AND AFFORDABLE HOUSING, ECONOMIC OPPORTUNITY AND A SUITABLE LIVING ENVIRONMENT FREE FROM DISCRIMINATION FOR QUALIFIED APPLICANTS AND RESIDENTS OF THE BUTLER METROPOLITAN HOUSING AUTHORITY

BUTLER METROPOLITAN
HOUSING AUTHORITY

**AGENCY PLAN GOALS
RESIDENT RELATIONS**

GOALS FOR ANNUAL AND FIVE YEAR PLAN

Goals for 2000

Hire a person to fill vacant position in R.R	Director	May
Regular staff meetings (every 60 days) at a minimal between leasing, maint., and R.-R		June
Develop safety and security plans for high rises. Clarify and establish BMHA responsibilities vs. what rules the resident council can establish for buildings.	Dir, Maint, RR	July-Nov.
Establish a process for putting out press releases for the events we sponsor.		July
Attend more meetings between social agencies preferably monthly	R.R.	Sept.
Learn more about L&O guidelines, restrictions and processes. Develop a better method of Communication between RR and L & O. Clarification on programs that call be done in conjunction- With L&O and RR.	RR./L&O.	Oct
Learn what funds are available to pay council officers, and how to fund some council activities	RR	Nov.

Goals for 2001

Visit at least two Housing Authorities with solid, successful RR departments to observe and learn	RR	April
Visit Housing Authority that has expanded their DEP program and observe what they are doing	RR	July
Utilize DEP funds for more programs and less on patrols	RR	Aug
Get a better understanding of DEP guidelines and explore ways of expanding the program	RR	Oct.
Develop strong relationship with a representative from the media i.e.; reporter, program director	RR	Dec.

Goals for 2002

Apply for FSS Grant		Jan.
Establish cooperative agreement with all appropriate social service agencies.		Mar.
Establish a protocol for exchange of information with appropriate agencies		May

Goals for 2003

Attend classes on how to organize community groups. Jan.	RR	
Locate and interview experts in the field of organizing community groups	RR	Feb.
Renovate community room at Jackson Bosch Jan.	Development	
Organize Resident Council at Jackson Bosch	RR	May

Goals for 2004

Investigate each scattered site to see if we can renovate, construct, or locate an area to be used as a Community Room for activities and Council meetings.	Development	Jan.
Recruit the needed help and organize a team to put Resident Councils in place at all BMHA sites.	RR	May

BUTLER METROPOLITAN
HOUSING AUTHORITY

**LEASING & OCCUPANCY
5 YEAR PLAN GOALS**

Butler Metropolitan Housing Authority															
Leasing & Occupancy Goals															
Annual Plan															
July 1, 2000 Through June 30, 2001															
		Time Frame													
Goal		Staff Responsible For Completion		Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1)	Complate BMHA web page and link with Butler County Site	Smith, Ballew													X
2)	Promote QHWRA using: Income Exclusions	Harpe, Shell, Jones		X											
	Access PRC Program	Harpe, Shell, Jones Smith, Family Services						X							
	Access MUM job links; Admissions	Harpe, Jones, Shell								X					
3)	Implement intra-departmental education and cross training re: Reg. Changes	Smith; Mum													X
4)	Develop staff trainers for ongoing changes	Smith, Jones, Harpe													X
5)	Increase awareness among applicants, resident s and staff regarding importance of move-out inspections/ timely payment of charges	Ballew, Harpe, Smith													

Leasing & Occupancy

5 Year Plan

Goals

2001

- 1.) Complete BMHA web page and link with Butler County site.
- 2.) Promote QHWRA using: Income exclusions
Access PRC program
Access MUM Job links; Admissions
- 3.) Implement intra-departmental education and cross training re: Reg changes
- 4.) Develop staff trainers for ongoing changes
- 5.) Increase awareness among applicants, residents and staff regarding importance of move-out inspections/timely payment of charges.

2002

- 1.) Develop and Emergency Housing collaborative with Butler county service providers.
STEPS: a. survey of current housing providers to see what exists and what is needed through the year 2004.
b. network with current providers relative to their emergency housing needs.
c. develop a needs statement
d. bring HUD into the process.
e. develop memorandum of accord that is negotiated among BMHA, Local providers and HUD.
f. designate certain number of units for emergency housing use.
g. define what constitutes an emergency need i.e. the criteria for utilization of emergency housing.
- 2.) Removal/Storage/Elimination of aged tenant files within the Butler MHA Central Office.
a. get documentation from HUD regarding aging of tenant files.
b. Inventory storage currently available to BMHA.
c. Prepare Board Resolution in accordance with Records Storage Policy.
d. Assign staff by department to cull files prior to removal.
- 3.) Review/revise L & O forms and practices- Smith, Jones, Harpe, Brockman, Vatter, Ballew, Evans, Shell, Robinson.

2003

Establish Authority-produced video library to address resident needs. Smith, Ballew, and misc. staff. Staff development - Jones, Smith, and Harpe.

2004

Inter-dependently collaborate with Resident Relations to:

- 1.) Execute QHWRA requirements i.e. Community Service
- 2.) Establish informed resident councils in family developments
- 3.) Establish/execute reward system for resident accomplishments.

BUTLER METROPOLITAN
HOUSING AUTHORITY

**AGENCY PLAN GOALS
FINANCE &
ACCOUNTING**

Butler Metropolitan Housing Authority
 Accounting Department
 Goals
 FY 2001

Computerize delinquent rent listing	A/R	Dec-00
Organize records storage area	Acct. Sup	Jun-01
ADP software (payroll) evaluate	A/P	Dec-00
purchase (if applicable)	A/P Acct Sup	Jan-01
install (if applicable)	A/P Comp Tech	Feb-01
Internet connections evaluate number of	Comp Tech Acct Sup	May-01
evaluate ISP	Comp Tech Acct Sup	May-01
installation of phone lines	Comp Tech Acct Sup	Jun-01
installation of needed equipment	Comp Tech Acct Sup	Jun-01
Personal Computers evaluate need	Comp Tech Acct Sup	Jan-01
establish specifications (if applicable):	Comp Tech Acct Sup	Mar-01
purchase (if applicable)	Comp Tech Acct Sup	May-01
installation (if applicable)	Comp Tech Acct Sup	Jun-01
Terminal emulation software establish specifications	Comp Tech Acct Sup	Sep-00
solicit proposals	Comp Tech Acct Sup	Oct-00
evaluate proposals	Comp Tech Acct Sup	Nov-00
purchase	Comp Tech Acct Sup	Dec-00
install	Comp Tech Acct Sup	Dec-00
Computerize check writing Comp Grant	A/P	Dec-00
Drug Elimination	A/P	Feb-01
Security of Accounting department evaluate	Acct Dir Acct Sup	Jan-01
prioritize	Acct Dir Acct Sup	Feb-01
develop solutions	Acct Dir Acct Sup	Mar-01
implement solutions	Acct Dir Acct Sup	Jun-01
Cross training evaluate needs	Acct Dir Acct Sup	Jun-01
train positions according to attached list	Acct Dir Acct Sup	Jun-01

FY 2002

Evaluate computer system	A/P, A/R, W.O. Comp Tech	Jun-02
evaluate needs		
assess new technology		
develop plan		
implement plan		

Evaluate need for additional positions in Acct Dep,	Acct Dir, Acct Sup	Sep-01
Drop box (for after hours rent payments) evaluate need purchase (if applicable) install (if applicable)	A/R, Acct. Sup	Dec-01
Develop procedural manuals for each job description	All positions	Jun-02
Cross training evaluate needs train positions according to attached list	All positions	Jun-02
FY 2003 Networking of personal computers evaluate need assess new technology develop plan implement plan	Comp tech, Acct Sup	Sep-02
Computerize utility registers develop plan implement plan	Acct clerk, comp tech	Dec-02
Decrease tenant accounts receivable evaluate options late fees collection agency establish plan implement plan	A/R, Acct sup, Acct Dir	Jun-03
Cross training evaluate needs train Positions according to attached list all positions	All positions	Jun-03
Improve customer service diversity training customer service training	All positions	Jun-04
Phone system evaluate needs assess new technology establish plan implement plan	Acct Sup, Comp tech	Dec-03
Cross training evaluate needs train positions according to attached list	All positions	Jun-04
FY 2005 Office space evaluate needs	Acct Dir, Acct Sup	Sep-04

establish plan
implement plan

Cross training
evaluate needs
train positions according to attached list

All positions

Jun-05

FY 2006

Cross training
evaluate needs
train positions according to attached list

All positions

Jun-06

Accounting Department Cross training schedule

Position to be trained

Positions to receive training

Accounts receivable

Accounting Supervisor
Human Resources/Payables
Computer Technician
Grants Coordinator

Computer Technician

Accounting Supervisor
Purchasing
Human Resources/Payables

Purchasing

Accounting Supervisor
Human Resources/Payables

Grants Coordinator

Accounting Supervisor
Human Resources/ Payables

Human Resources/ Payables

Accounting Supervisor
Purchasing

Accounting Supervisor

Human Resources/Payables

Work Order

Accounting Supervisor
Accounting Clerk

Accounting Clerk

Accounting Supervisor
Grants Coordinator

Accounting Director

Accounting Supervisor

BUTLER METROPOLITAN
HOUSING AUTHORITY

**AGENCY PLAN GOALS
MAINTENANCE**

Butler Metropolitan Housing Authority

Maintenance Goals For

Annual Plan

July 1, 2000 Through June 30, 2001

	Goal	Staff Responsible For Completion	Time Frame												
			Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
1)	To continue the practice of completing all non-emergency work orders within 15 days	Hamilton/Middletown Maintenance Supervisors	ON-GOING (MONTHLY)												
2)	To continue the practice of completing emergency work orders within 24 hours	Hamilton/Middletown Maintenance Supervisors Maintenance Mechanics	ON-GOING (MONTHLY)												
3)	To decrease the unit turn over from 10 days to 8 days from the date of key return	Hamilton/Middletown Maintenance Supervisors Paint & Clean Contractors Maintenance Mechanics	ON-GOING (MONTHLY)												
4)	To purchase 5 high speed floor polishers and 5 large hall vacuums for the 5 BMHA high rise buildings	Maintenance Supervisor	█	█	█										
5)	To purchase eight Roto-Zip tools with blade sets	Maintenance Supervisor	█	█	█										
6)	To purchase two outdoor litter vacuums; one for Hamilton sites and one for Middletown sites. Includes the hose kits.	Maintenance Director	█	█	█	█	█	█	█						
7)	To purchase two pressure washers to be used for family developments.	Maintenance Supervisor	█	█	█										
8)	To provide for the purchase of one lawn vacuum during year one of 5-year plan.	Maintenance Director	█	█	█	█	█	█	█						
9)	To provide for 10% increase in trash contract for all sites.	Purchasing Agent Maintenance Director Accounting	█												
10)	To provide for 10% increase in Paint and Clean Contract for unit make-ready.	Purchasing Agent Maintenance Director Accounting	█												
11)	To provide for annual maintenance agreement for new Simplex Fire Alarm System @ J. Ross Hunt Towers.	Maintenance Supervisor	█	█	█	█	█	█	█						

FISCAL YEAR 2001 THROUGH 2004

- 1.) Continue to meet the Public Housing Assessment Survey requirements regarding work orders, unit turn around, and preventive maintenance.
- 2.) Increase maintenance training opportunities.
- 3.) Participate in the economic revitalization efforts at Riverside Homes and Bambo Harris.
- 4.) Receive manufacturer's training on maintenance of any new equipment purchased by BMHA that is under the maintenance department's responsibility.
- 5.) Increase team building with the maintenance operations at Middletown and Hamilton

BUTLER METROPOLITAN
HOUSING AUTHORITY

**CAPITAL IMPROVEMENT
GOALS**

July 1, 2000 Through June 30, 2001

Goal	Staff Responsible For Completion	Time Frame											
		Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
process of a comprehensive redesign of the BMHA Bamboo Harris Development by:													
a request for proposal on a national basis to solicit an A & E firm on comprehensive housing development plans	Jeff Ranck		X	X									
comprehensive design plan.	Jeff Ranck		X										
work with BMHA staff, residents board and local government to provide information support for the comprehensive plan.	Selected A & E Firm					X	X						
As a result of the comprehensive planning, seek Comp Grant/Hope VI and other funding to implement development refusing over a four year period, including demolition if necessary. The goal is to obtain funding commitments within year	A & E Firm/Jeff Ranck								X	X	X	X	
process of a comprehensive redesign of the BMHA Riverside Development by:													
a request for proposal on a national basis to solicit an A & E firm on comprehensive housing development plans	Jeff Ranck		X	X									
Requesting HUD comprehensive Grant Funding to pay for the A & E comprehensive	Jeff Ranck	X											

with BMHA staff, residents board and local government to provide information port for the comprehensive plan.	Selected A & E Firm					X	X					
;ult of the comprehensive planning, seek Comp Grant/Hope VI and other iding to implement development redesign over a four year period, including nolitition if necessary. The goal is to obtain funding commitments within year	A & E Firm/Jeff Ranck						X	X	X	X		

BUTLER METROPOLITAN
HOUSING AUTHORITY

REVISED LEASE AGREEMENT

BUTLER METROPOLITAN HOUSING AUTHORITY
DWELLING LEASE

1. DESCRIPTION OF THE PROPERTY, PREMISES AND CHOICE OF RENT:

The Butler Metropolitan Housing Authority, hereinafter referred to as the Authority, does

Hereby lease to _____ and _____ (tenant)
a _____ Bedroom dwelling unit located at _____ Account number _____ this
Date of Occupancy _____ under the Terms and conditions stated herein.

The initial term of this lease shall begin on the _____ day of _____ (date of admission) and end at midnight on the
_____ day of _____. After the initial term ends, the lease shall continue in effect for successive terms of one
month each unless otherwise terminated pursuant to this lease, operation of law or the Authority's Admission and Occupancy
Policy of which this lease is a part. The parties agree and acknowledge that the Admissions and Occupancy Policy, as it may be
amended from time to time, is incorporated herein and made a part hereof by reference, as if it had been fully repeated in this lease.
A copy of the Admissions and Occupancy Policy shall be posted in the Authority's Central Office.

Eligible members of the household who may reside in this leased unit are listed herein and in the application for admission and
continued occupancy, said application being incorporated by reference into this lease as set out herein.

Choice of rent and minimum rent. The tenant may elect to pay either a flat rent or a rent based on income. If the flat rent is chosen,
and a hardship occurs, on verification of the hardship, the family will immediately be permitted to pay the income-based rent if it is
the lesser amount. Incomes of families paying flat rents will be reviewed not less than once every three years. On each anniversary
of the usual recertification, tenant will determine whether the rent payment choice will be a flat rent or income-based. Tenants who
pay flat rents are not eligible for utility reimbursement payments. Hardship includes:

1. Decrease in family income because of changed circumstances, loss of or reduction of employment including temporary
employment, family death and reduction in or loss of income of other assistance **except Human Services Sanctions.**
2. Increase because of changed circumstances in the family's expenses, medical costs, child care, transportation, education or
similar items.

Once a family switches to income based rent due to financial hardship, the family must wait until its next annual option to select the
type of rent.

Notification of financial hardship must be received by the Authority within ten (10) business days of actual occurrence. In order to
establish financial hardship and resulting rent change, all documentation must be received prior to the 23rd of each month to effect
the rental change to occur the first of the following month.

The minimum rent for BMHA's Public Housing Program shall be -0-.

2. AMOUNT OF GROSS RENT AND DUE DATE OF RENTAL PAYMENTS:

Gross monthly rent of \$ _____ shall be due and payable in advance without notice on the first (1st) day of each month
beginning the first day of the month following the date of occupancy of this lease. The rent will remain in effect unless adjusted
with the provisions of Section 7 hereof. **ALL RENTS ARE DELINQUENT AFTER THE FIRST (1ST) DAY OF THE MONTH;
HOWEVER NO LEGAL ACTION WILL BE INITIATED UNTIL AFTER THE FIFTH (5TH) DAY OF THE MONTH.**

Payment must be received or postmarked on or before the 5th of the month at the Authority's Central Office, either by mail or in
person in the form of a check or money order. The Authority retains the right to refuse payment in the form of a check from the
tenant should the tenant previously present payment to the Authority in the form of a personal check and such check was returned
for insufficient funds (bad checks). Returned check charge is \$10.00. Third party checks shall not be accepted.

Tenant may be required to pay retroactive rent. Retroactive rent is rent owed by the tenant to the Authority resulting from, among
other things, tenant's failure to provide adequate documentation, failure to report changes in a timely manner; misrepresentation of
income or family circumstances to the Authority. Except as otherwise provided by the Admissions and Occupancy Policy, tenant
shall pay the full amount of the retroactive rent or enter into a repayment agreement with the Authority per the conditions as set
forth in the Leasing and Occupancy Policy. Tenant's failure to timely pay retroactive rent shall constitute "non-payment of rent"
and, in such cases, the Authority shall have the right to terminate this lease and obtain possession of the premises pursuant to
available legal remedies.

3. PAYMENTS DUE UNDER THE LEASE:

The
tenant shall pay the amount of the monthly tenant rent determined by the PHA in accordance with HUD Regulation and other
requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements. The lease shall specify the
initial amount of the tenant rent at the beginning of the initial lease term. The PHA shall give the tenant written notice stating any
change in the amount of tenant rent, and when the change is effective.

A late fee of \$10.00 per month shall be assessed for any rent payment received after the tenth day of the month.

4. UTILITY AND SPECIAL SERVICE CHARGES:

The Authority agrees to furnish the following utilities as checked:

Electric _____ Gas _____ Water _____ Sewage _____

If tenant furnishes any of the utilities, credit shall be given by rent reduction, based upon the number of bedrooms in the unit, as
follows: Electric only _____ Gas & Electric _____ Water & Sewer _____. Exception: Tenants who choose flat rent are not
eligible for utility reimbursement payment. The Authority will not be responsible for failure to furnish utilities by reason of any cause.

beyond its control. If heat is to be furnished by tenant, then tenant agrees to furnish heat to the dwelling unit and agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, tenant is unable to maintain sufficient heat, the Authority must be notified immediately. Tenant will be charged for any damages resulting from either the failure to maintain sufficient heat or to notify the Authority, unless for cause beyond the tenant's control. Unless tenant pays their own utilities, there shall be an extra charge for automatic washer, automatic dryer, deep freeze, extra refrigerator (s) and /or air conditioners based on the cost of the utility. Charges for extermination services shall be billed to the tenant should the tenant refuse extermination services which require additional extermination service to be scheduled or should extraordinary extermination services be necessary. Failure to maintain continuous utility service (gas, electric, and water) will result in immediate eviction. Utility service restored in the Authority's name to prevent disconnection to the resident will be charged to the resident.

5. AMOUNT OF NET RENT FOLLOWING ANY DEDUCTIONS IF APPLICABLE:

Net monthly rent of \$_____ shall be due and payable as gross rent as previously defined in Section 2. If the Authority furnishes utilities as previously defined in Section 4, the net rent will be the same amount as gross rent. If the tenant furnishes any utilities as defined in Section 4, the monthly net rent will be the difference between gross monthly rent and the utility allowance. Net rent of \$_____ is due from the occupancy date to the first day of the following month.

The Authority may, from time to time, in accordance with its policies, amend its Schedule of Allowances for Utilities. Such amendments may result in an increase or decrease in the net monthly rent to the Authority. Such schedules are an attachment to the Admissions and Occupancy Policy and shall be posted at the Authority's Central Office. The tenant shall be given a minimum thirty-day notice of anything affecting payment due to a change in the utility schedule.

6. SECURITY DEPOSIT:

Tenant agrees to pay \$100.00 as Security Deposit to be used by the Authority at the termination of the lease toward reimbursement of the cost of repairing intentional or negligent damages to the dwelling unit caused by the tenant, tenant's family members, dependents or guests and any rent or other charges owed by tenant. Payment of the Security Deposit is to be made upon occupancy.

The Authority agrees to return the Security Deposit when tenant vacates, less any deductions for any of the costs indicated above. If such deductions are made, the Authority will give tenant a written statement of any costs for damages and/or other charges while the tenant occupies the dwelling unit. Security Deposit interest shall be processed in accordance with the Ohio tenant-Landlord Act, Section 5321.16 and contained in the Authority's Admission and Continued Occupancy Policy posted in the Authority's Central Office.

7. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Once each year as requested by the Authority, the tenant agrees to furnish accurate information to the Authority relative to total family income, employment and family composition, community service, guarantor designation and proof of pet liability insurance and updated shot record where applicable. The Authority shall make determinations with respect to rent, eligibility, and the appropriateness of dwelling size in accordance with the schedule of rents and statements of Increases and Occupancy Limits as indicated in the Admissions and Continued Occupancy Policy which is posted in the Authority's Central Office.

(a) Rent is fixed in Section 2 hereof or as adjusted pursuant to the above and will be in effect for the period between regular rent redetermination unless during such period:

(1) Tenant has a decrease in income from any income source(s) that would justify decreased rent according to the schedule of rents. Tenant may ask for an explanation stating the specific grounds for the re-determination of rent or charges, eligibility or the appropriateness of dwelling size. If tenant does not agree with the determination, tenant can request a hearing under the grievance procedure of the Authority.

(2) Increases in income will not cause an increased rent until the time of annual re-certification. Tenant may ask for an explanation stating the specific grounds for the re-determination of rent, charges, eligibility or the appropriateness of dwelling size. If the tenant does not agree with the determination, tenant can request a hearing under the grievance procedure of the Authority.

Any change in the source or amount of income must be reported to the Authority within ten (10) business days after the change or the lease may be terminated.

If it is found that tenant has misrepresented to the Authority the facts upon which the rent is based, so that the rent is less than what should have been charged, the tenant shall be required to pay the difference between the rent paid and the rent that should have been paid.

(3) Changes occur in the rent schedule mandated by the Department of Housing and Urban Development or the Authority's regulations and/or changes occur in the utility allowance schedule.

(4) Tenant shows change in family composition such that a new person on the lease will reside in the unit. Such a change must be reported to the Authority within 10 business days of its occurrence.

In the event of rent adjustment pursuant to the above, the Authority will mail or deliver a "Notice of Rent Adjustment" to the tenant. Rent change for the following month must be requested by the 23rd day of the month preceding. In the case of rent increase, the adjustment will become effective the first of the second month following that month in which the change occurred. Exceptions: If an adjustment is made because the tenant misrepresented the facts at the re-examination upon which the rent is based so that the

tenant is paying less than the rent the tenant should have been charged, then the rent increase may be made retroactive to the first of the month following the month in which the misrepresentation occurred.

(b) Charges to the tenants for maintenance and repair beyond normal wear and tear and for consumption of excess utilities shall not become due and collectible until a minimum of two weeks after the Authority gives notice of the charges in writing and payment is to be made on the first day of the month following the two week notice period. The Authority shall post a schedule which indicates the basis for repair and maintenance and excess utility consumption charges.

(c) If the Authority determines that the size of the dwelling unit is no longer appropriate to meet tenant's needs, the Authority may amend this lease by notifying tenant in accordance with Section 2 hereof. The tenant will be required to move to an appropriate unit giving the tenant reasonable time in which to move. If tenant refuses to transfer, this lease shall immediately terminate and the tenant shall vacate the premises forthwith.

All families determined eligible for transfer (requested or required) will be subject to a transfer inspection prior to transfer approval. This inspection will include assessment of housekeeping and damages. If the family's dwelling does not pass the transfer inspection, the transfer will be denied and the lease may be terminated accordingly. (i.e. eviction for destruction of property or unsanitary conditions).

At no time will a transfer be granted if the dwelling sustained damages due to items within the tenant's control. An eviction for destruction of property will be initiated accordingly. (i.e., fire or water damage caused by tenant, etc.)

8. OCCUPANCY OF THE DWELLING UNIT:

Tenant shall have the right to exclusive use and occupancy of the leased premises to include reasonable accommodation of tenants, guests, or visitors. A guest or visitor may not reside in a unit for a period greater than two (2) weeks, nor shall such visit be recurring without permission of the Leasing Director. Tenant may care for foster children or provide live-in care for a member of tenant's family with the written consent of the Leasing Director.

Upon written permission by the Executive Director or Assignee the tenant may engage in legal profit making activities which involve use of the unit provided that such activities conform with all required building and zoning regulations of the City. Said activities must not threaten the health or safety of residents or employees of the Authority or infringe or interfere with the peaceable enjoyment and use of the Authority's premises by other residents of the Authority. Full disclosure of the business activities must be provided to the Authority.

The Authority will provide reasonable accommodation for persons with disabilities to assure their equal access to, and occupancy of units of the Authority.

The tenant agrees to authorize the Authority to dispose of any personal property left on the premises or Community by tenant after vacating said premises. Any charge for cleanup or removal by the Authority is established in the Admission and Continued Occupancy Policy, posted in the Authority's Central Office. In the event that the tenant does not actually reside in the premises for 30 days and leaves the same unoccupied by absence, the Authority shall take steps to terminate the lease upon compliance with proper notice procedures unless specific permission is granted by the Executive Director or Assignee.

9. TENANTS OBLIGATIONS:

The tenant shall be obligated under the terms of this lease as follows:

- (a) Not to assign the lease or sublease the premises.
- (b) Not to provide accommodations for boarders or lodgers.
- (c) To use the premises solely as a private dwelling for the tenant and the tenant's household as identified in the lease, pursuant to this Section, and not to use or permit its use for any other purpose except for legal profit making activities as noted and permitted above in this Section.
- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the well-being of the housing Community and the tenants which shall be posted in the Authority's Central Office and incorporated by reference in the lease.
- (e) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (f) To keep the premises and such other areas as may be assigned for tenant's exclusive use in a clean and safe condition to prevent health and sanitation problems.
- (g) Tenants who reside in single family locations are responsible to mow the grass in their yard areas to maintain a height no greater than 5 inches. Should there be any question as to what area is to be mowed, tenant is to request the Authority to define the area.
- (h) To dispose of all trash, garbage, rubbish and other waste from the premises in a sanitary manner.
- (i) To use in only a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators.
- (j) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises.
- (k) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, Community buildings, facilities or common area caused by the tenant, household member or guests. To pay reasonable charges for the removal of debris and the mowing of grass higher than 5 inches at single family locations where the tenant is responsible to

mow their yard area. The Authority shall exempt those tenants who are unable to perform such tasks because of age or physical disability.

(l) To pay for excessive consumption of utilities as determined by the Authority including utility charges for certain appliances as noted on the Authority's Schedule of Charges, which is attached to the Admission and Occupancy Policy and posted in the Authority's Central Office.

(m) To conduct themselves and cause other persons who are on the premises with tenant's consent to conduct themselves in a manner which will not disturb the neighbor's peaceful enjoyment of their accommodations and which will be conducive to maintaining the Community in a decent, safe and sanitary condition.

(n) To refrain from illegal or other activity which impairs the physical or social environment of the Authority.

(o) To assure that the tenant, any member of the household, a guest, or another person under the tenant's control, shall not engage in:

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of Authority's premises by other residents or employees of the Authority, or

(2) Any drug-related criminal activity on or off the premises. 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 in Section 102 of the Controlled Substances Act (USC 802).

(3) A pattern of alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Authority.

Any violation of section (o) shall be cause for termination of tenancy, and for eviction from the unit. Conviction for manufacture or production of methamphetamine will result in permanent, lifetime denial of admission and/or permanent, lifetime termination of assistance.

(p) Tenant shall maintain the yard in front and rear of the dwelling, patios and balconies in a neat, safe and orderly manner and permit only outside type lawn furniture to be used in these areas. Tenant shall at no time permit a motorcycle to be parked or stored in the dwelling unit, shall not park business related vehicles, boats, trailers, or recreational vehicles on Authority's parking or grass areas. Tenant shall not display any sign unless as a part of a legal profit making business and where such signage is in conformance with local buildings and zoning regulations of the City, do not negatively effect the aesthetics of the community and have been approved by the Executive Director or Assignee.

(q) Tenant agrees to comply with the BMHA Pet Policy as amended:

(1) Tenant may not have any pets, birds, etc. of any kind at any time in and around the dwelling unit, theirs or anyone else's. **EXCEPTION** - Elderly and handicapped families, by written request to the Leasing Director, are permitted to have a pet pursuant to Authority's policy regarding pets which is attached to the Admission and Occupancy Policy posted in the Authority's Central Office.

(2) No part of this section shall be applicable to animals that are used to assist persons with disabilities. These animals are not considered to be pets, but rather aids necessary to insure the independence of disabled individuals. This exclusion applies to persons who are elderly or disabled. Nothing herein contained shall limit or impair the rights of persons with disabilities under Federal, State or Local law.

(r) Tenant may not make any repairs, alterations or other changes to the premises without prior written approval of the Authority, or use any contact paper, wallpaper, paneling, tacks, nails or screws or other fasteners on any part of the property except in the manner expressly provided by the Authority in writing. Tenant may not install any air conditioners, satellite dishes, ceiling fans, dryers, freezers, or washing machines that may require changes to the structure, the plumbing, or the electrical outlets. No change may be made that will greatly increase the use of electricity without prior written approval of the Authority.

(s) Refrain from the use and/or possession on the premises of guns, firearms, nunchucks or similar instruments, blackjacks and explosive devices.

(t) Refrain from the illegal use, sale or distribution of drugs, beer and intoxicating liquor on the premises.

(u) Retain the capacity to live in and maintain the premises in accordance with the rules and restrictions of this lease agreement. Such may be provided with support services or the assistance of a live in person who has met all eligibility requirements as described in the Admission and Occupancy Policy posted in the Authority's Central Office.

(v) Tenant agrees to sign all releases of information.

(w) Tenant shall notify management of any anticipated extended absence from the premises in excess of fifteen (15) days. No later than the first day of the said extended absence. During any absence of the tenant in excess of fifteen (15) days, the Authority may enter the premises, upon twenty-four (24) hour notice at times reasonably necessary but no notice is necessary in case of an emergency or if it is impractical to give notice. Total absence from the premises without notice to the Authority for thirty (30) days shall constitute abandonment and a violation of this lease. Management shall have the right to terminate this lease and either take immediate possession of the premises or pursue legal remedies to obtain possession of the premises.

(x) Tenant shall be required to complete the community service requirements as set forth in the Admissions and Occupancy Policy.

10. THE AUTHORITY'S OBLIGATIONS:

The Authority's obligations under the terms of this lease shall be as follows:

- (a) To maintain the premises and the community in a decent, safe and sanitary condition.
- (b) To comply with requirements of applicable building codes, and HUD regulations materially affecting health and safety.
- (c) Authority shall make necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this section. If repairs are required or defects exist that are hazardous to life, health and safety, immediate steps will be taken to rectify the condition. The Authority shall offer a replacement dwelling unit, if available, if necessary repairs cannot be made in a reasonable time. The Authority is not required to offer the tenant a replacement dwelling unit if the hazardous condition was caused by tenant, household member or guests.
- (d) To keep Community buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good condition and safe working order, electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority as noted in Section 9.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by the tenant.
- (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 dwelling unit 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) Extermination service shall be provided for all dwelling units located in multi-family buildings as conditions may require. Single family residents may be responsible to provide their own extermination services. Residents are required to report problems such as rat or insect infestation and to permit extermination unless they can prove such services are hazardous to their health, as evidenced by a Doctor's statement provided to the Authority. Tenant's refusal, at any time after due notice to allow Authority or its authorized agent or contractor access to the dwelling unit for the purpose of extermination, shall constitute separate and independent grounds for termination of the dwelling lease and for eviction. Tenant shall be required to pay for rescheduled extermination service as a result of tenant refusing to permit extermination service as scheduled.

11. DAMAGE AND REPAIR:

Tenant shall use reasonable care to keep his/her dwelling unit, storage sheds, garages, carport, patio or lawn areas in such condition as to prevent health or sanitation problems from arising, tenant shall notify the Authority promptly of known needs for repairs to his/her dwelling unit, and of known unsafe conditions of common areas and grounds of the development which may lead to damage or injury. Tenant agrees to pay reasonable charges for repair of damage to the leased premises or development caused by the tenant, members of the household, guests and dependents. Such charges shall be made on the basis of the actual replacement cost plus labor in accordance with the current approved maintenance and rehab rate schedule. The Authority will be permitted to enter dwelling unit with a 48 hour advance notice and/or for an emergency and/or after the tenant has contacted the Authority with a work order request. The work order request will give the Authority the right to enter the dwelling unit for repairs to be made whether the tenant is at home or not.

12. INSPECTIONS:

Damages caused by vandalism or other malicious acts shall be the responsibility of the tenant unless the tenant files a police report with the proper agency and agrees to cooperate with the investigation and prosecution of the criminal act.

- (a) The Authority and the tenant or representative shall inspect the dwelling unit and the Authority will give the tenant a written statement of the condition of the dwelling unit and the equipment therein. The Authority and tenant shall sign the inspection statement and a copy shall be filed in the tenant's folder.
- (b) Tenant agrees that the duly authorized agent, employee or representative of the Authority will be permitted to enter tenant's dwelling for the purpose of examining the condition thereof or for making improvements or repairs. Such entry may be made only during reasonable hours after advance notice by form letter at least 48 hours before the entry stating the date and purpose of the inspection. However, the Authority shall have the right to enter tenant's dwelling unit without prior notice to the tenant if the Authority reasonably believes that an emergency exists which requires such entrance if the tenant is not available to give permission. The Authority shall leave on premises a form letter specifying the date and purpose of the entry prior to leaving the premises. A request for service as recorded on our Service Request shall constitute an advance notice required to enter for any repair.
- (c) When tenant vacates, the Authority will inspect the dwelling unit. Security Deposit less charges, if any, will be mailed within 30 days after the return of the keys to the office. Tenant or representative may join in such inspection. The Authority shall send to the last known address of the tenant a written statement of charges for any damages to the Authority's dwelling unit excluding reasonable wear and tear to the unit.
- (d) The Authority shall, upon at least a forty-eight (48) hour notice to tenant, have the right to enter the premises during reasonable hours for the purpose of performing an inspection on an annual basis. (Because of the cycle which is followed for such inspections, the Annual Inspection will not necessarily occur one year from the occupancy date, but could occur at any time after occupancy and then fall into an annual cycle thereafter.)

13. LEGAL NOTICES:

Except for routine inspections and maintenance or to show unit for leasing, notices to the tenant shall be in writing and delivered to the tenant or an adult member of tenant's household residing in the unit or sent by properly addressed first class mail. If tenant is visually impaired, notices shall be in an acceptable format. Notices to the Authority shall be in writing and delivered to the Authority's Central Office at 4110 Hamilton-Middletown Road, Hamilton, Ohio 45011. Notices shall comply with all Federal, State and Regulatory Agencies.

14. TERMINATION OF THE LEASE:

In order for a tenant to terminate this lease agreement, all of the following must occur:

1. Tenant must notify the Authority 14 days prior to vacating by completing the Authority's "Intent To Vacate" form.
 - a) It is the tenant's responsibility to notify the Authority if they wish to cancel an "Intent To Vacate".
 - b) Failure to provide an "Intent to Vacate" may result in additional rent being assessed.
2. Upon a 24-hour notification and once all tenant belongings have been removed, tenant may request a pre-inspection in order to identify needed areas of correction pursuant to the final move-out inspection.
3. Tenant shall leave the dwelling in a good and clean condition pursuant to the tenant's responsibilities upon surrender as set out in Section 6 of this Agreement.
4. Tenant shall return all keys to the Central Office or provide a notarized statement verifying the vacancy. The date of receipt of either the statement or the dwelling keys shall be the lease termination date.

The Authority shall not terminate or refuse to renew the lease except for serious or repeated violations of material terms of the lease, by the tenant or any member of the tenant's household. This includes failure to make payment under this lease, or to fulfill tenant's obligations as set forth in the lease or for other good cause, or for:

- (a) Criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or
- (b) Any drug-related activity on or off the premises.
- (c) A pattern of alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents of the Authority.
- (d) Tenants fleeing to avoid prosecution, custody or confinement after conviction for a felony.

The Authority shall give written notice of terminations as follows:

- (a) 3 day notice of termination under this lease concurrent with a 3 day notice of termination under Ohio law when health, safety of other resident or Authority employees are threatened.
- (b) 3 day notice for failure to maintain continuous utility service.
- (c) 3 day notice for criminal activity
- (d) 14 day notice of termination if tenant fails to pay rent on or before the first of the month.
- (e) 30 day notice for violation of the requirement for resident performance of community service or participation in an economic self-sufficiency program.
- (f) 30 day notice of the termination if the family fails to accept the Authority's offer of a revision to an existing lease.
- (g) 30 day notice for failure to pay charges including maintenance charges, excess utility charges and late fees.
- (h) 30 day notice for all other terminations.

The notice of lease termination to tenant shall state specific grounds for termination and inform tenant of the right to reply if the tenant desires. The notice shall also inform tenant of the right to examine or copy documents directly relevant to the termination or eviction. The tenant shall be informed of the right to request a hearing in accordance with the Authority grievance procedure. If the lease is terminated for the criminal activity set out in paragraphs 14 (a), (b) and (c) the notice will state that tenant is not entitled to a grievance hearing and a forcible entry and detainer eviction action will be filed in municipal court where a due process hearing approved by the Department of Housing and Urban Development will be provided. When the Authority evicts for criminal activity, the Authority shall notify the local post office that the evicted party(s) are no longer residing at that address.

15. GRIEVANCE PROCEDURE:

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of the Authority which is in effect at the time such grievance or appeal arises, which procedure is posted in the Authority's Central Office and incorporated herein by reference.

16. OTHER DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT:

The Admission and Occupancy Policy is available at the Authority's Central Office and is a part of the lease and hereby incorporated by reference. Other documents which are a part include:

- (a) Application for Admission

17. CHANGES:

This lease together with any future changes or adjustments of rent or premises together with the rules and regulations of the Authority now in effect, or hereinafter in effect upon notice to the tenant provided by law, evidences the entire agreement between the Authority and the tenant.

At time of occupancy and signing of the lease, any changes in this lease can/shall be noted by an addendum to this lease and signed and dated by both parties. Any changes in the future in the lease as executed or in order to comply with the Federal, State or Local Governments, Housing and Urban Development regulations, or the Butler Metropolitan Housing Authority requirements to remain safe, sound and solvent, shall be posted at the Authority's Central Office and shall become effective and binding on the date as noted in the postings. No other modifications of this lease may be made except in writing, signed and dated by both parties and with proper notice provided in Section 13 above.

The Lease must be executed by the tenant and the Authority, except for automatic renewals of Lease. The Lease may be modified at any time by written agreement of the tenant and the Authority.

18. CONFLICTS BETWEEN THE LEASE AND ADMISSIONS AND OCCUPANCY POLICY:

The lease is governed by the Authority's Admissions and Occupancy Policy of which the lease is a part. Where there exists a conflict between the Lease and any term of the Authority's Admissions and Occupancy Policy, the Admissions and Occupancy Policy shall be the controlling document.

19. WAIVER:

No delay or failure by either party in exercising any right under this lease, and no partial or single exercise of any such right, including the Authority's right to demand prompt payment of rent and other charges hereunder, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. No waiver of any provisions of this lease shall be effective unless in writing and signed by the Authority. Tenant may not rely on any verbal representations to the contrary.

20. EMERGENCY CONTACT:

In the event of an emergency, my contact: _____

Name	Address
_____	_____
Phone #	Relationship
_____	_____

21. SPONSOR VERIFICATION:

Tenant will at annual re-certification, provide a notarized statement in cooperation with his/her named sponsor establishing said person as the individual responsible to complete the termination process of this lease. In the event of the death of the sole adult tenant, the Authority will, on confirmation of the death, immediately change all locks to the premises and reserve a key at the Central Office to be picked up by the following named sponsor: (On presentation of photo identification.)

Phone No. _____ Name _____

22. FULL UNDERSTANDING OF THE PARTIES:

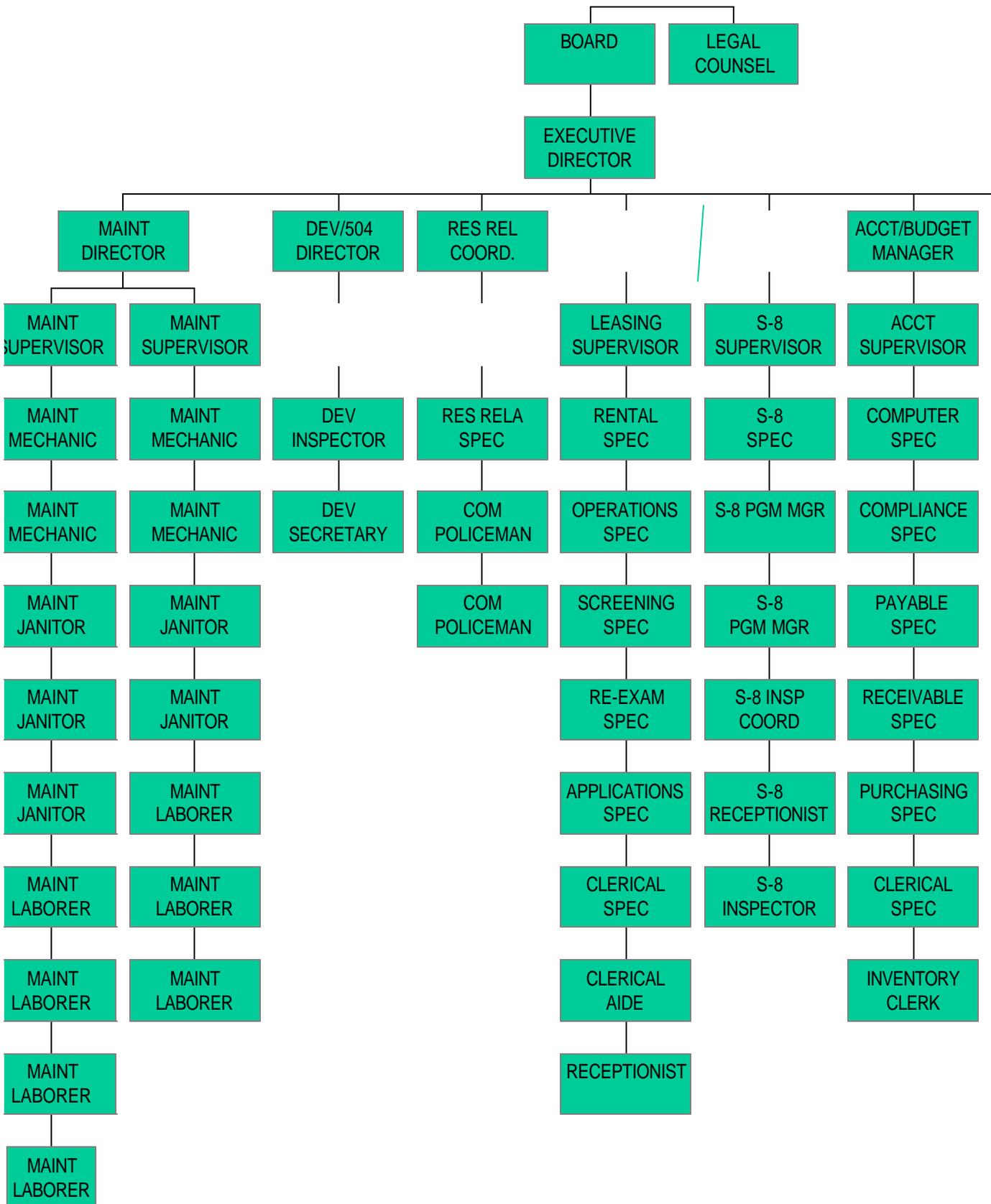
The parties hereto agree that each has read this lease; that prior to the execution of this lease, the Authority explains said lease, the Authority's Admissions and Occupancy Policy and the Grievance Procedure to the tenant and his household members in detail; that the parties fully understand all of the terms and provisions set forth herein; that all of the terms and provisions hereof represent and constitute the entire understanding and agreement of the parties and that there are no promises, terms, covenants, conditions, warranties, undertakings, or representations of either party to the other except as expressly set forth in this lease; that the parties find this lease to be in accordance with their respective understandings; and that the parties hereby voluntarily execute this lease.

Each party hereto acknowledges receipt of an executed copy of this lease on the date noted below. The Authority shall retain an executed copy of this lease in the tenant's file.

BUTLER METROPOLITAN
HOUSING AUTHORITY

ORGANIZATIONAL CHART

Butler Metropolitan Housing Authority
Organizational Chart



BUTLER METROPOLITAN

HOUSING AUTHORITY

**CONSOLIDATED PLAN
CONFORMANCE**

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

City of Hamilton, City of Middletown and Butler County

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)
See attached consolidated plan conformance

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

City of Middletown - Jung-Han Chen (513) 425-7941

City of Hamilton - Jim Boerke (513) 868-5878

Suparna Dasgupta (513) 868-5886

Butler County Dennis Nichols (513) 887-3928

Donna Everson (513) 785-5391

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)

See attached Consolidated Plan Conformance

Butler Metropolitan Housing Authority
Agency Plan Initiatives and Compatibility
With Butler County/City of Middletown
Consolidated Plan

**Butler County
Ohio Consolidated Plan**

Affordable Housing

Strategy: To retain & expand safe and affordable housing for extremely low, very low and moderate income households.

Priority: Rehabilitation

Goal: To improve the condition of existing housing stock by providing rehabilitation assistance to 500 units in Urban Butler County of the City of Middletown.

Objective: Rehabilitate and/or provide modernization repairs to 200 public housing resident units during the period 2000-2004 using public housing funds.

Priority: Support Services

Goal: To provide assistance for At Risk homeless and housing opportunities for Special Needs by providing a "Continuum of Care" with appropriate support services for these households.

**Butler Metropolitan Housing Authority
Agency Plan**

Strategy #1: To continue to maintain safe and affordable housing units for new applicants and existing tenants of the B.M.H.A.

Priority: a) Rehabilitation

b) Long Range Planning

Goals: Year 2000

- 1) To begin the process of a comprehensive redesign of the Bambo Harris and Riverside housing developments. Planning work year 2000. Hope VI funding through 2004.
- 2) Replace hot water heaters at Bambo Harris - 141 units.
- 3) Painting, repairs, stove replacement at Henry Long Towers. 125 units.
- 4) Bathroom renovation at Townhomes West - Middletown - 98 units

**Butler County
Ohio Consolidated Plan**

Objective: Provide support services as they relate to housing for AT risk homeless, public housing residents and other persons with Special Needs during the period 2000 - 2004 using Emergency Shelter ??, Supportive Housing, Safe Havens, Section 202 Elderly, Section 811 Handicapped, Moderate Rehabilitation/SRO, HOME ad CDBG funds.

**Butler Metropolitan Housing Authority
Agency Plan**

Strategy #2: Increase outreach on the part of B.M.H.A. Resident Relations Department to social service providers:

Priority: Under served populations

Goals:

- a) BMHA Resident Relations staff to undertake more outreach and collaboration with local TANF and Social Service providers. - FY 2000.
- b) Begin the process of developing resident Councils at the B.M.H.A. Family Developments. - FY 2000.
- c) Hire a coordinator for BMHA's Family Self Sufficiency Program for Section 8 and Low Rent Public Housing customers - FY 2000.
- d) Develop closer collaboration and agreement among social service providers and seek cooperative agreements. - FY 2001
- e) Incorporate a housing preference for persons who have suffered domestic violence. FY 2001
- f) Develop a process with HUD that will allow B.M.H.A. to set aside a set number of units for "emergency housing". - FY 2001.
- g) To begin the process of designation as elderly only or disabled only at five (5) BMHA developments

**Butler County
Ohio Consolidated Plan**

Priority: Tenant Based Rental Assistance (Rent Supplement).

Goal: To provide Tenant based rental assistance for an additional 125 public housing residents, At Risk homeless and housing opportunities for Special Needs by providing a "Continuum of Care" with appropriate support services for these households.

Objective:

1. Provide rent supplement (Section 8 Vouchers) to 125 At Risk homeless, public housing residents and other persons with Special Needs during the period 2000 - 2004 using Emergency Shelter and public housing authority funds.

**Butler Metropolitan Housing Authority
Agency Plan**

Strategy #3: To maintain full lease-up of 100 Section 8 Vouchers in the "Main Stream" program in order to provide Special Needs housing for 2000 - 2004.

Priority: Special Needs customers of B.M.H.A. including disabled and homeless.

Goals: Year 2000

1. To complete the full lease-up of the Main Stream vouchers from current 75 to 100 working with Greater Miami Case Management and M.R.D.D. of Butler Co.

Year 2001

1. To continue the practice of full lease up of 100 Main Stream vouchers.

2. To apply for an additional 100 vouchers for the Main Stream program during 2001 year.

3. Begin networking with other housing providers including HUD to develop a transitional housing process that meets Federal guidelines for B.M.H.A. public housing.

Year 2002

1. To maintain full lease-up of Main Stream vouchers.

2. To apply for additional 50 Main Stream units, if available.

3. To implement at HUD approved B.M.H.A. transitional housing program in public housing year 2003.

Year 2003

1. To work with existing public and private housing providers to continue and expand transitional housing services based upon current needs assessment.

Butler County Ohio Consolidated Plan

Community Development

Strategy: Establish healthy neighborhoods and communities through balanced diverse development of public facilities, infrastructure housing, commercial, recreational and safety activities.

Priority: Infrastructure

Goal: Repair, replace and upgrade infrastructure in Urban Butler County's older neighborhoods and communities to provide infrastructure in other areas to ensure "balanced" development.

Objectives:

1. Implement a comprehensive study of the Urban County's infrastructure needs and identify strategies in order to maintain and expand opportunities for housing, community and economic development during the period 2000 - 2004 using federal state, CDBG and County general funds.
2. Repair, replace and upgrade infrastructure as needed in communities with household concentrations of extremely low, very low, low and moderate income households during the period 2000 - 2004 using CDBG, County and other general funds.
3. Provide infrastructure improvements (streets, sidewalks, water, sewer improvements) in conjunction with the County's homebuyer, owner and rental rehabilitation program during the period 2000 - 2004 using HOME and C.D.B.G funds.

Butler Metropolitan Housing Authority Agency Plan

Strategy #4: To develop a comprehensive renovation/development plan for Bambo Harris and Riverside Homes in conjunction with the City of Hamilton and Butler County Planning Departments.

This process to include

- a. Setting up planning committee
- b. Release a Request For Proposal on a national basis.
- c. Select a firm to work with B.H./R.H. planning committee and complete overall plan by June 30, 2001.

Year 2002

1. Obtain plan approvals from all partners.
2. Apply for Federal Funding under the HUD Hope VI process.
3. Obtain the Hope VI Grant.

Year 2003 - 2004

1. Begin the implementation of the Hope VI.
2. Continue to receive the annual funding for Hope VI until the work is complete in 2005.
3. Included in the Hope VI funding request should be dollars to construct

a complete neighborhood based family facility in conjunction with the City of Hamilton, and other service providers such as Big Brothers/Big Sisters; YM/YWCA, Corporate Community, and Miami University.

The County intends to focus primarily on the provision of transitional housing and associated support services.

RESOURCES

Currently, Butler County's allocation of funds totals \$1,479,000 under the Community Development Block Grant program, and \$842,000 in HOME funds.

**Butler County
Ohio Consolidated Plan**

HOMELESSNESS

Table 4, and the accompanying text, provide a description of homeless needs within Butler County. Because of the nature of homelessness, the Cities of Hamilton and Middletown, rather than Butler County, have been primary providers of shelter beds and supporting social services to the homeless population of both the Cities and the County. Accordingly, Butler County and the Cities of Hamilton and Middletown will be coordinating their uses of Block Grant funds, and HOME funds to meet the needs of the homeless population. In assessing the homeless needs, outreach assessment, transitional shelters, and permanent supportive housing were all assigned a High Priority for assistance. Emergency shelters and permanent housing were assigned a medium priority for assistance.

In discussing the needs of Homeless Individuals and Families with housing advocates and social service agencies, it is apparent that there are an adequate number of shelter beds within Butler County to meet the current needs of the homeless, with the exception of intact families. The recent homeless survey found only 19 persons outside of a shelter, and there was room for these. The real need is for permanent and transitional housing and the associated social support network to aid the homeless with moving back into the mainstream of society.

**Butler Metropolitan Housing Authority
Agency Plan**

Confer to BMHA Strategy #3 in this document.

**Butler County
Ohio Consolidated Plan**

ANTI-POVERTY STRATEGY

A number of governmental and non-profit agencies operate programs within Butler County to reduce dependency and poverty among County residents. Primary among those agencies is Butler County Human Services, which offers a wide array of educational and training programs to assist welfare recipients in acquiring the training, education, and skills needed to obtain and hold jobs. Also present in Butler County are a Head Start Program, an adult education GED Program, and other smaller programs to assist their low-income clientele. In addition to these programs that provide broad based assistance to poor families, SELF and Transitional Living, Inc. attempt to address the needs of homeless families.

**Butler Metropolitan Housing Authority
Agency Plan**

Strategy #5: To work with local non profit agencies throughout Butler County working through the following B.M.H.A. Departments:

- a) Leasing and Occupancy
- b) Resident Relations
- c) Family Self Sufficiency/ Section 8
- d) Offices of the COP Program in conjunction with the BMHA's Drug Elimination Program

Priority: From assistance to meaningful work.

Goals: Year 2000

- 1) Develop a closer working relationship between Leasing and Occupancy Staff and Resident Relations Staff to provide informational and referral services to B.M.H.A. housing customers.
- 2) To provide early identification of employment needs a part of potential customers and refer them to

the numerous job assistance sources throughout Butler County including Family Services of Middletown, the Prevention - Retention - Contingency Program, Miami University Employment Services.

Butler County Ohio Consolidated Plan

INSTITUTIONAL STRUCTURE AND COORDINATION OF PUBLIC/PRIVATE PROVIDERS

The administration of HUD funded programs within Butler County will be by the Butler County Department of Development. The Department has experience in delivering Small Cities funding and the assisted housing program: CHIP. The Butler County Department of Community Development has the administrative capacity to implement the activities contained in this consolidated Plan. The County will, however, continue its outreach to non-profit developers to encourage their participation in Butler County housing projects. The County hopes to coordinate with the Cities of Hamilton and Middletown, non-profit housing builders, financial institutions, and interested citizens to develop a housing coalition to provide additional capacity and resources to meet the housing need that exist.

Butler Metropolitan Housing Authority Agency Plan

Strategy #6: To be a member of the County goal to develop the County-wide housing coalition.

Priority: To further the BMHA Mission and Vision and to be a responsive and responsible partner in assisting families in need of housing.

Goal: Year 2000

a) Executive Director and one designee to commit to the County wide housing coalition.

profit housing developers, financial institutions, and other citizen groups to develop a housing coalition. It is hoped that such a coalition will provide a mechanism whereby public and private funds can be used to support non-profit development companies that would be encouraged to develop low income housing within the County jurisdiction.

In addition the County proposes to contract with HOME in Cincinnati to undertake an analysis of impediments to Fair Housing. The content of such a study usually crosses into considerations of impediments to affordable housing.

Butler County Ohio Consolidated Plan

NEIGHBORHOOD REVITALIZATION STRATEGY

Butler County intends on developing a neighborhood revitalization program that will merge public and private dollars for the improvement of various areas within the County. The Scope of this program has not yet been determined, however. This program is not likely to be in effect until FY 2001.

BARRIERS OF AFFORDABLE HOUSING

Existing barriers to affordable housing were discussed in Section II. Butler County intends to join efforts with the Cities of Hamilton and Middletown, non-

Butler Metropolitan Housing Authority Agency Plan

Confer to BMHA Strategy # 4 in this document.

Confer to BMHA Strategy #6 in this document

jurisdictions in an equal manner. There were no high priorities assigned to public facilities needs, but the County does expect to be able to fund some of the medium priority needs related to recreation, neighborhood facilities, youth centers, and senior centers. The County identified a significant number of public infrastructure needs that were given a high or medium priority. These infrastructure needs appear to be the most pressing expressed by units of local government that make up the urban County. Butler County identified few public need services in the high need category. Fair housing counseling and tenant/landlord counseling, however, appear to be high on most jurisdiction's priority needs. Accessibility also is a high need issue within Butler County. Improvements to existing facilities to bring them up to ADA standards will be addressed throughout the five years of this plan.

Butler County Ohio Consolidated Plan

NON HOUSING COMMUNITY DEVELOPMENT NEEDS

Table 16 details the non-housing community Development needs of Butler County. Because Butler County is an urban county comprised of 23 different political subdivisions, it is difficult to generalize about the County need. The level of need varies from community to community. Table 16, therefore, represents the needs that exist within the County on a priority basis, though the level of need is unlikely to be experienced by all participating political

Butler Metropolitan Housing Authority Agency Plan

Strategy #7: To provide funding to increase handicap accessibility at all BMHA high rise developments by June 30, 2001.

Priority: The five BMHA high rise facilities.

Goals: Year 2000

a) Develop and ADA Survey for each of the five buildings.

b) Develop a budget for implementation of ANSI standard equipment to be installed at entries and community space at each building.

c) Develop an implementation schedule for each building.

d) Reprogram Comp Grant funds to accomplish the installations of equipment.

e) Complete the installations where necessary.

Goals: Year 2001 - 2004

a) Develop ADA Survey for remaining work in all five high rise buildings.

b) Apply for Comp Grant funding to complete the remaining work.

c) Implement the ADA work items where identified.

* Elevated Blood Level Testing - Expand the existing program at the County Health Department for testing children. The program would provide general physical care to children including lead testing on a sliding fee schedule based on income.

* Coordinate Public/Private Efforts to Reduce Lead-Based Paint - This will include establishing regular dialogue between such agencies as the Butler Metropolitan Housing Authority, Butler County Health Department, Butler County Building and Zoning Department, SELF and the State of Ohio Department of Health. Other agencies and groups, as identified, may be brought in (e.g. Children's Services) and, if found feasible and necessary, an ongoing task force established.

* Integrate Lead Hazard Evaluation and Reduction Activities into Existing Housing Programs - This will involve working with those housing programs that the county has control or influence over to see that lead based paint inspection is made a regular and ongoing part of program operations.

* Develop, or gain access to, technical capacity both, to identify and correct lead based paint hazards.

* Promote Comprehensive Public Health Programs - This will include increasing information on everyday health procedures that will substantially reduce the chance of lead poisoning.

Butler County Ohio Consolidated Plan

LEAD-BASED PAINT HAZARDS

The following is a list of potential strategies to be used by Butler County to abate lead-based paint. Which strategy(ies), and to what extent, requires further research by the County.

Butler Metropolitan Housing Authority Agency Plan

Strategy: Identify and eliminate Lead-Based paint hazards in BMHA - affected units.

Priority: Bambo Harris
Riverside Homes

Goals: 2000 - 2004

- a) Continue lead abatement at both developments where needed.
- b) Lead and lead abatement will be further addressed with the revitalization study in year 2000.
- c) If lead task force is developed, BMHA would certainly be a participant.

Provide Public Information and Education - This will involve providing direct information to clients of various county programs, and it will also involve encouraging and working with other agencies to see that information is disseminated via other channels and methods.

Now that the HUD Lead Regulations have been published, and will become fully effective September 15, 2000, the County will, of course, abide by these requirements. There is a strong possibility that these regulations will impose such a cost and administrative burden on the County, that it will seek to reduce funding for housing rehabilitation and increase funding for other housing, infrastructure or social services activities. However, it is too early to tell for sure if this will be the case.

Butler Metropolitan Housing Authority
Agency Plan Initiatives and Compatibility
With City of Hamilton Consolidated Plan

**City of Hamilton
Ohio Consolidated Plan**

Affordable Housing

Strategy: Provide affordable housing rehabilitation services to the LMI (low & moderate income) residents of the City.

Priority:

1. Rehabilitation
2. Reduce lead hazard in conjunction with ongoing rehabilitation projects.

Goal: Continue to provide programs to assist low income homeowners to eliminate substandard housing.

Objective: Increase the supply of supportive housing for persons with special needs by supporting the acquisition and rehabilitation of housing units by community agencies for persons with special needs.

**Butler Metropolitan Housing Authority
Agency Plan**

Strategy #1: To continue to maintain safe and affordable housing units for new applicants and existing tenants of the B.M.H.A.

Priority:

1. Rehabilitation
2. Long Range Planning

Goals: Year 2000

1. To begin the process of a comprehensive redesign of the Bambo Harris and Riverside Homes housing developments. Planning work year 2000. Hope VI funding through 2004.
2. Replace hot water heaters at Bambo Harris - 141 units.
3. Painting, repairs, stove replacement at Henry Long Towers. 125 units.
4. Lead base paint and Asbestos abatement, rehabilitation and modernization and window replacement at Hamilton scattered sites.

**City of Hamilton
Ohio Consolidated Plan**

Priority:

1. Tenant based rental assistance
2. Support programs that service community youth and the general population, especially those at risk and suffering from substance abuse.

Goal:

Provide programs and support sub recipients who assist community renters in the low income groups through the provision of public housing, rental rehabilitation and rental payment assistance.

Objective:

To assist in improving the health, morals, education and skills of the LMI population, and to otherwise serve the needs of the city through: Education; counseling; crime prevention; youth services; elderly services; handicapped services; and transportation.

**Butler Metropolitan Housing Authority
Agency Plan**

Strategy #2: To maintain full lease-up of 100 Section 8 Vouchers in the "Main Stream" program in order to provide Special Needs housing for 2000 - 2004.

Priority:

Special Needs customers of B.M.H.A. including disabled and homeless.

Goals: Year 2000

1. To complete the full lease-up of the Main Stream vouchers from current 75 to 100 working with Greater Miami Case Management and M.R.D.D. of Butler Co.
2. To continue "At Risk Family Programs" through education and youth activity with strong emphasis on family building, sending youths to sports camp, Head Start programs, Jump Start, and after school programs such as computer training and HOFNOD (Hooked on fishing, not on drugs)

Year 2001

1. To continue the practice of full lease up of 100 Main Stream vouchers.
2. To apply for an additional 100 vouchers for the Main Stream program during 2001 year.
3. Begin networking with other housing providers including HUD to develop a transitional housing process that meets Federal guidelines for B.M.H.A. public housing.

Year 2002

1. To maintain full lease-up of Main Stream vouchers.
2. To apply for additional 50 Main Stream units, if available.
3. To implement at HUD approved

B.M.H.A. transitional housing program
in public housing year 2003.

Year 2003

1. To work with existing public and private housing providers to continue and expand transitional housing services based upon current needs assessment.

**City of Hamilton
Ohio Consolidated Plan**

Institutional structure and coordination of public and private providers.

1. Expanding economic development opportunities to encourage investment; retain and create additional jobs; revitalize commercial/industrial businesses; and to increase the marketability of the work force through employment/skill training.
2. Continue to provide programs to assist low income homeowners to eliminate substandard housing.
3. Retain affordable housing stock for low income and minority groups by supporting the City's Fair Housing Program via funds for services and operating costs for Fair Housing activities.
4. Increase the opportunities available for low and moderate income households to purchase and own housing by working with non-profit corporations to create and implement below market rate interest homeownership loan programs.
5. Increase the opportunities available for low and moderate income households to purchase and own housing by developing and implementing site specific and project specific housing incentives including but not limited to the provisions of technical assistance to non-profit and not for profit housing developers and/or individuals.
6. There are three community housing development organizations (CHDO), namely, Neighborhood Housing Services of Hamilton, Inc. (NHS), Transitional Health and Rehabilitation Services, Inc. and Partnership Housing, who will provide assistance with home ownership and rental housing through the City's home program in FY 2000

**Butler Metropolitan Housing Authority
Agency Plan**

Strategy #3: To work with local non profit agencies throughout Butler County working through the following B.M.H.A. Departments:

- a. Leasing and Occupancy
- b. Resident Relations
- c. Family Self Sufficiency/ Section 8
- d. Offices of the COP Program in conjunction with the BMHA's Drug Elimination Program

Priority: From assistance to meaningful work.

Goals: Year 2000 - 2004

1. Develop a closer working relationship between Leasing and Occupancy Staff and Resident Relations Staff to provide informational and referral services to B.M.H.A. housing customers.
2. To provide early identification of employment needs a part of potential customers and refer them to the numerous job assistance sources throughout Butler County including Family Services of Middletown, the Prevention - Retention - Contingency Program, Miami University Employment Services.
3. Included in the Hope VI funding request should be dollars to construct a complete neighborhood based family facility in conjunction with The City of Hamilton and other service providers such as Big Brothers/Big Sisters; YMCA/YWCA, corporate community and Miami University.
4. To further the BMHA mission and vision and to be a responsive and responsible partner in assisting families in need of housing

**City of Hamilton
Ohio Consolidated Plan**

Butler Met

Objective:

1. To provide support for Sojourner Women's recovery services. Will provide the adolescent intensive outpatient program which is an after school program for low-income, chemically dependent adolescents.
2. Other public services will be addressed by BTW through their seniors and Precious (fitness) program.
3. The Agency will train individuals in construction trades through CDBG Funds.
4. Provide grants to assist "LMI" households for minor home repairs.
5. Assist social service agencies to help the homeless population to transition from emergency shelter to permanent housing by providing comprehensive case arrangement.

Strategy #4: Increase outreach on the part of B.M.H.A. Resident Relations Department to social service providers:

Priority:

Under served populations

Goals:

- a. BMHA Resident Relations staff to undertake more outreach and collaboration with local TANF and Social Service providers. - FY 2000.
- b. Begin the process of developing resident Councils at the B.M.H.A. Family Developments. - FY 2000.
- c. Hire a coordinator for BMHA's Family Self Sufficiency Program for Section 8 and Low Rent Public Housing customers - FY 2000.
- d. Develop closer collaboration and agreement among social service providers and seek cooperative agreements. - FY 2001
- e. Incorporate a housing preference for persons who have suffered domestic violence. FY 2001
- f. Develop a process with HUD that will allow B.M.H.A. to set aside a set number of units for "emergency housing". - FY 2001.
- g. To begin the process of designation as elderly only or disabled only at five (5) BMHA developments.
- h. To continue and expand the youth services as a part of BMHA's Drug Elimination Program including sending

youths to sports camp, law camp, pool parties and cultural activities.

PHA Plan Table Library

Component 7 Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number OH10P015708 FFY of Grant Approval: (1999)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	\$0.00
2	1406 Operations	0.00
3	1408 Management Improvements	252,465.00
4	1410 Administration	176,726.00
5	1411 Audit	0.00
6	1415 Liquidated Damages	0.00
7	1430 Fees and Costs	137,300.00
8	1440 Site Acquisition	0.00
9	1450 Site Improvement	22,700.00
10	1460 Dwelling Structures	1,169,141.00
11	1465.1 Dwelling Equipment-Nonexpendable	114,400.00
12	1470 Nondwelling Structures	7,500.00
13	1475 Nondwelling Equipment	152,000.00
14	1485 Demolition	0.00
15	1490 Replacement Reserve	0.00
16	1492 Moving to Work Demonstration	0.00
17	1495.1 Relocation Costs	9,078.00
18	1498 Mod Used for Development	0.00
19	1502 Contingency	177,456.00
20	Amount of Annual Grant (Sum of lines 2-19)	2,218,836.00
21	Amount of line 20 Related to LBP Activities	153,078.00
22	Amount of line 20 Related to Section 504 Compliance	6,312.00
23	Amount of line 20 Related to Security	164,465.00
24	Amount of line 20 Related to Energy Conservation Measures	37,400.00

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
OH 15-1 Bambo Harris	A & E Services	1430	\$4,000.00
	1. Replace stoves	1465.1	\$32,250.00
	2. Replace refrigerators	1465.1	\$49,350.00
	TOTAL OH 15-1		\$85,600.00
OH 15-2 Riverside Homes	A & E Services	1430	\$15,000.00
	1. Replace wallboard termites	1460	\$56,800.00
	2. Replace windows	1460	\$157,800.00
	3. Replace entry doors - complete	1460	\$131,224.00
	TOTAL OH 15-2		\$360,824.00
OH 15-3 Henry Long	A & E Services	1430	\$2,500.00
	1. Security Lights, exterior	1450	\$1,500.00
	2. Replace Dam. Water heaters	1460	\$15,000.00
	3. Replace thermostat (Apts & Public areas)	1460	\$12,900.00
	4. Replace antenna system	1460	\$5,000.00
	5. Public area door locks and closures	1460	\$1,500.00
	6. Replace exit signs	1460	\$5,000.00
	TOTAL OH 15-3		\$43,400.00
OH 15-4a Townhomes West	A & E Services	1430	\$1,500.00
	1. Repair, seal, stripe parking lots	1450	\$4,000.00
	2. Replace washer boxes	1460	\$12,000.00
	3. Replace water heaters	1460	\$39,600.00
	4. Repair cable ends, all bldgs.	1460	\$4,600.00
	5. Canopy roof at Head Start	1470	\$700.00
	6. Install Com. Bldg. Exit signs	1470	\$800.00
	7. Replace exit signs, com. Bldg.	1470	\$6,000.00
	TOTAL OH 15-4a		\$69,200.00

**Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table**

OH 15-5	A & E Services	1430	\$3,000.00
J. Ross Hunt	1. Paint balcony ironware	1460	\$27,000.00
	2. Replace panic hardware 1st floor	1460	\$3,500.00
	TOTAL OH 15-5		\$33,500.00
OH 15-6	Replace concrete patios	1450	\$3,000.00
Concord Green	TOTAL OH 15-6		\$3,000.00
OH 15-7	A & E Services	1430	\$10,040.00
Freedom Court	1. Replace stairs, complete	1460	\$25,000.00
	2. Replace storage shed roofs	1460	\$90,000.00
	TOTAL OH 15-7		\$125,040.00
OH 15-8	A & E Services	1430	\$1,500.00
Midtonia Village	1. Replace entry/screen doors complete	1460	\$10,138.00
	TOTAL OH 15-8		\$11,638.00
OH 15-10	A & E Services	1430	\$15,000.00
Hamilton Scattered Sites	1. Renovate units, per list (LBP)	1460	\$88,336.00
	2. Repair 10 units, 5 basement	1460	\$85,000.00
	3. Relocation costs	1495	\$9,078.00
	TOTAL OH 15-10		\$197,414.00
OH 15-13	A & E Services	1430	\$2,800.00
Middletown Estates	1. Renovate units per list	1460	\$10,000.00
	2. Replace washer boxes, valve repairs	1460	\$13,000.00
	3. HC Faucets	1460	\$900.00
	TOTAL OH 15-13		\$26,700.00
OH 15-14	A & E Services	1430	\$1,500.00
Dayton Lane Gardens	1. Replace faucets	1460	\$5,400.00
	2. Replace HVAC-3 way valves	1460	\$10,000.00
	3. Smoke eaters, com. Room	1475	\$5,000.00
	4. Replace blinds council room	1475	\$2,000.00
	5. Replace refrigerator, kitchen utensils stove, icemaker, microwave.	1475	\$3,000.00
	TOTAL OH 15-14		\$26,900.00
OH 15-15	A & E Services	1430	\$1,500.00
Thornhill	1. Replace windows	1460	\$53,200.00
	TOTAL OH 15-15		\$54,700.00

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

OH 15-16	A & E Services	1430	\$3,500.00
Winding Creek	1. New house numbers	1460	\$1,200.00
	2. Replace Windows	1460	\$40,000.00
	3. Replace washer box valves	1460	\$8,000.00
	TOTAL OH 15-16		\$52,700.00
OH 15-17	A & E Services	1430	\$3,500.00
Mark Petty Plaza	1. Add. Rear security lights	1450	\$3,500.00
	2. Parking lot repairs	1450	\$7,700.00
	3. Exit door alarms	1460	\$1,800.00
	4. Replace compactor door	1460	\$2,500.00
	5. Window coverings - public	1460	\$3,200.00
	6. Thermostats, 3 way valves	1460	\$16,500.00
	7. Bath vanities, sinks, drains	1460	\$19,500.00
	8. Replace carpet	1460	\$20,000.00
	9. ADA Door hardware	1460	\$1,200.00
	TOTAL OH 15-17		\$79,400.00
OH 15-19	A & E Services	1430	\$480.00
Reuben Doty Estates	1. Patio door screens, sliders	1460	\$5,280.00
	2. Entry doors, new locks	1460	\$10,560.00
	TOTAL OH 15-19		\$16,320.00
Management Improvements	1. Security	1408	\$164,465.00
	2. Business Development	1408	\$25,000.00
	3. Adm. Staff training	1408	\$15,000.00
	4. Maintenance staff training	1408	\$18,000.00
	5. Screening/Orientation	1408	\$30,000.00
	Sub Total of 1408		\$252,465.00
Management Improvements	1. Replace vehicles	1475/1408	\$138,000.00
Administration	1. Salary Clerk of works	1410	\$43,000.00
	2. Employee benefits	1410	\$15,280.00
	3. Salary offsets, Director, Budget Officer, Secretary	1410	\$86,960.00
	4. Employee benefit contributions	1410	\$28,986.00
	5. Legal advertisements	1410	\$2,500.00
	Sub Total of 1410		\$176,726.00
Fees and Costs	1. CGP Coordinator	1430	\$41,900.00
	2. Consultant to prepare annual CGP submittal	1430	\$25,000.00
	3. A & E Services	1430	\$70,470.00

Sub Total of 1430

\$137,370.00

OH 15-ALL

Contingency

1502

\$177,456.00

Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended Quarter Ending Date
OH 15-1	3/31/01	9/30/01
OH 15-2	3/31/01	9/30/01
OH 15-3	3/31/01	9/30/01
OH 15-4 A - 4B	3/31/01	9/30/01
OH 15-4C	3/31/01	9/30/01
OH 15-7	3/31/01	9/30/01
OH 15-8	3/31/01	9/30/01
OH 15-10	3/31/01	9/30/01
OH 15-12	3/31/01	9/30/01
OH 15-13	3/31/01	9/30/01
OH 15-14	3/31/01	9/30/01
OH 15-15	3/31/01	9/30/01
OH 15-16	3/31/01	9/30/01
OH 15-17	3/31/01	9/30/01
OH 15-19	3/31/01	9/30/01

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
OH 15-1	Bambo Harris	55	39%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
1. Economic revitalization study \$75,000.00			10,655,000.	July 1, 2000
2. Implementation of revitalization strategy including site improvements \$10,580,000.00				July 1, 2004
Total estimated cost over next 5 years				

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
OH 15-2	Riverside Homes	12	8.4	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
1. Economic revitalization study \$75,000.00			8,655,000	July 1, 2000
2. Implementation of revitalization strategy including site improvements \$8,580,000.00				July 1, 2004
Total estimated cost over next 5 years				

BUTLER METROPOLITAN

HOUSING AUTHORITY

**COMMENTS OF
RESIDENT ADVISORY
BOARDS**

**ISSUES SUMMARY FOR FAMILY DEVELOPMENTS/SCATTERED SITES
MAY 2, 2000
10:00 AM
MEETING HELD AT DAYTON LANE COMMUNITY SPACE**

Meeting began at 10:15 AM. Mr. Blunt and Mr. Dario welcomed the residents and guests and explained the purpose of the Agency Plan and the resident's role and responsibility.

Only one housing development was represented and that was Freedom Court. Also, two attorneys from Legal Aid were invited and were in attendance.

Mr. Blunt informed those attending of the goals for the Annual Plan as follows:

- a.) Safety and security items related to creating drug free communities.
- b.) Improving the landscaping, paving, painting and other items that help with marketing the housing units.
- c.) Correct health and safety issues that still exist including lead base paint hazards.
- d.) Issue a Request For Proposals to complete a comprehensive planning process for Bambo Harris and Riverside Developments.

The 5 Year Goals were as follows:

- a.) Perform an ADA survey at family developments in order to program Comprehensive Grant funding for years 2002 and 2003.
- b.) Apply for Comprehensive Grant Funding for the work necessary as a result of the ADA survey and begin the implementation of the work plan from 2002 through 2003.
- c.) Improve public housing management and increase customer satisfaction.
- d.) Work with family developments to implement Section 3 business opportunities for residents.
- e.) Provide residents with the necessary physical and management improvements that will positively impact the environment and quality of life.
- f.) Maintain equipment for family developments and purchase new equipment that is necessary to maintain the modernization improvements previously funded under Comprehensive Grant.

After a brief overview of the Agency Plan, Mr. Blunt asked the representative from Freedom Court to provide her suggestions for the Agency Plan. She stated the following as priorities.

- 1.) Youth programs for the 13-17 year old age bracket. The older teenagers, a few in number, however the 12 - 14 year olds comprise a large group.
- 2.) We need to address the drug issue at Midtonia and install the fence to separate the development from the back alley.
- 3.) Please change paint color from off-white to real white and use semi-gloss in bathrooms and kitchens.
- 4.) Develop a strong Block Watch Program throughout the developments.
- 5.) Where possible, have fenced yards at the single family homes for security reasons.
- 6.) Ask the Housing Authority to pay for memberships/fees so kids can go to the Community Center.
- 7.) We need help with transportation. Scattered sites have a real need for expanded public transit.

Regina Campbell from Legal Aid will get the proper information for the representatives so she can call to request added bus service. The Hamilton Transit Authority has services that should assist.

Other:

- 8.) Legal Aid asked if we were going to have an evening meeting so other residents who work could attend if they so choose. Mr. Blunt told them this would be scheduled in two weeks.

Mr. Blunt and Mr. Dario thanked Legal Aid, the two police officers and the representative from Freedom Court for their willingness to express their concerns and to participate in the prioritization process.

The meeting concluded with Mr. Blunt explaining that each item would be addressed and a response would be sent to the Resident Council.

May 9, 2000

Janet O'Neil
4629 Freedom Ct.
Middletown, Ohio 45042

Dear Ms. O'Neil,

We thank you for attending the May 2 meeting regarding the Butler Metropolitan Housing Authority's Agency Plan. Your willingness to share your thoughts and ideas is appreciated.

This letter is sent as a response to the top five resident priorities expressed at the meeting. Those priorities and our response to each one are as follows:

Priority # 1:

Family developments like Freedom Court need youth programs for the growing number of young people. Transportation is a real issue.

Response:

The Housing Authority's Resident Relations staff along with the Drug Elimination Officers are working on youth programs and transportation opportunities. The representatives from Legal Aid who attended the meeting will also work with Butler Metropolitan Housing authority and the residents to obtain additional service.

Priority #2:

Address the drug problem at Midtonia.

Response:

The drug elimination police officers heard at the meeting all the problems with drug sales along the alley adjacent to Midtonia. As a result of this request, more attention is being given to this area. The police officers will provide information where it does not impact a security initiative they intend to use in order to make arrests and reduce the problem.

Priority #3

Please change the interior paint color from an off-white to a pure white.

Response:

The Authority will review this request and make a response in the near future.

Priority #4

Please help develop a strong Block Watch Program throughout the developments.

Response:

The Butler Metropolitan Housing Authority Drug Elimination Grant is addressing this issue. Resident Relations staff and the police officers will try this at Freedom Court as a prototype development.

Priority #5

Where possible, have fenced yards for the scattered site developments.

Response:

Having individual fences at the scattered site units is a huge problem for the people who mow the lawns. This will not be done.

As a result of our meetings, the Authority is sending out a resident survey. This will help the Authority determine the extent of the needs you have identified. We encourage each resident to answer the survey questions. This will help the Authority deliver better housing services to you, our customer.

Sincerely,

BUTLER METROPOLITAN HOUSING AUTHORITY

Emma Lucas
Acting Director

EL/mmh

cc: Notice File

ISSUES SUMMARY FOR HENRY LONG DEVELOPMENT

APRIL 27, 2000

9:00 AM

Meeting began promptly at 9:00 AM. Mr. Blunt and Mr. Dario welcomed residents and explained the purpose of the Agency Plan and the resident's role and responsibility.

Mr. Blunt outlined current work that Butler Metropolitan Housing Authority wanted to include in the Annual Plan and the 5 Year Plan. He requested the residents to help prioritize the work for the Annual Plan and the 5 Year Plan. The goal was to determine the residents top 5 goals for the Henry Long Development.

Mr. Blunt informed the residents of the goals for the Annual Plan as follows:

- a.) Provide additional security for the building.
- b.) Improve BMHA management and customer service.
- c.) Correct emergency conditions that present an immediate or potential threat to the residents.

The 5 Year Goals were as follows:

- a.) Perform an ADA survey at Henry Long in order to program Comprehensive Grant Funding for years 2 and 3.
- b.) Apply for 2001 Comprehensive Grant Funding for the work necessary as a result of the ADA survey and begin the implementation of the work plan. 2002 through 2003.

After the brief overview of the Agency Plan, Mr. Blunt asked the residents for their suggestions. A very positive exchange of ideas commenced with the residents deciding the following priorities.

- 1.) Repair/replace the patio doors so they operate efficiently. Included in this request is the repair of windows that are fogged due to broken seals.
- 2.) Repair the balcony pads and rails. Concrete pads are deteriorating and rails are worn, rusted and loose.
- 3.) BMHA to engage in staff training to be more responsive to resident's concerns and requests.
- 4.) Provide for a comprehensive examination of the plumbing system. Major complaints regarding plumbing back up and drainage problems.
- 5.) Installation of electric outlets on the apartment balconies.

Other:

- 6.) Repair/replacement of both patio door and window screens. Many screens have broken or twisted frames, screen wire is torn and screens are missing.
- 7.) Install vertical blinds at each hall window on each floor.

Mr. Blunt and Mr. Dario thanked the residents for their willingness to express their concerns and to participate in the prioritization process.

The meeting concluded with Mr. Blunt explaining that each item would be addressed and a response would be sent to the Resident Council.

May 9, 2000

Janet O'Neil
4629 Freedom Ct.
Middletown, Ohio 45042

Dear Ms. O'Neil,

We thank you for attending the May 2 meeting regarding the Butler Metropolitan Housing Authority's Agency Plan. Your willingness to share your thoughts and ideas is appreciated.

This letter is sent as a response to the top five resident priorities expressed at the meeting. Those priorities and our response to each one are as follows:

Priority # 1:

Family developments like Freedom Court need youth programs for the growing number of young people. Transportation is a real issue.

Response:

The Housing Authority's Resident Relations staff along with the Drug Elimination Officers are working on youth programs and transportation opportunities. The representatives from Legal Aid who attended the meeting will also work with Butler Metropolitan Housing authority and the residents to obtain additional service.

Priority #2:

Address the drug problem at Midtonia.

Response:

The drug elimination police officers heard at the meeting all the problems with drug sales along the alley adjacent to Midtonia. As a result of this request, more attention is being given to this area. The police officers will provide information where it does not impact a security initiative they intend to use in order to make arrests and reduce the problem.

Priority #3

Please change the interior paint color from an off-white to a pure white.

Response:

The Authority will review this request and make a response in the near future.

Priority #4

Please help develop a strong Block Watch Program throughout the developments.

Response:

The Butler Metropolitan Housing Authority Drug Elimination Grant is addressing this issue. Resident Relations staff and the police officers will try this at Freedom Court as a prototype development.

Priority #5

Where possible, have fenced yards for the scattered site developments.

Response:

Having individual fences at the scattered site units is a huge problem for the people who mow the lawns. This will not be done.

As a result of our meetings, the Authority is sending out a resident survey. This will help the Authority determine the extent of the needs you have identified. We encourage each resident to answer the survey questions. This will help the Authority deliver better housing services to you, our customer.

Sincerely,

BUTLER METROPOLITAN HOUSING AUTHORITY

Emma Lucas
Acting Director

EL/mmh

cc: Notice File

ISSUES SUMMARY FOR PETTY PLAZA

APRIL 27, 2000

10:00 AM

Meeting began promptly at 10:00 AM. Mr. Blunt and Mr. Dario welcomed residents and explained the purpose of the Agency Plan and the resident's role and responsibility.

Mr. Blunt outlined current work that Butler Metropolitan Housing Authority wanted to include in the Annual Plan and the 5 Year Plan. He requested the residents to help prioritize the work for the Annual Plan and the 5 Year Plan. The goal was to determine the residents top 5 goals for the Petty Plaza development.

Mr. Blunt informed the residents of the goals for the Annual Plan as follows:

- a.) Provide additional security for the building.
- b.) Improved customer satisfaction.
- c.) Correct current or potential emergency conditions.

The 5 Year Goals were as follows:

- a.) Perform an ADA survey at Petty Plaza in year 2001, in order to program Comprehensive Grant funding for years 2002 and 2003.
- b.) Apply for Comprehensive Grant Funding for the work necessary as a result of the ADA survey and begin the implementation of the work plan 2002 through 2003.

After a brief overview of the Agency Plan, Mr. Blunt asked the residents for their suggestions. A very positive exchange of ideas commenced with the residents deciding the following priorities:

- 1.) Installation of new heating and air conditioning system. Existing systems are old and energy inefficient.
- 2.) The hallway carpet is 15 or 16 years old. It is worn through and becoming a hazard. It needs to be replaced.
- 3.) Take care of certain ADA issues as follows:
 - * Install automatic door at east side entrance.
 - * Install automatic door on first floor public restrooms near the community room.
 - * Replace the security door at the west stairwell.
 - * Provide for better ADA access at front entrance door.
 - * Replace 1st floor apartment windows with glass sliding patio doors.
[Residents not sure about this since it might pose be a breach of security]
- 4.) The current gravel areas near the rear walk and dumpster needs to be replaced with concrete walkway and dumpster needs to be enclosed. Included in this item is the expansion of the parking lot.
- 5.) Install additional security items in building such as security cameras. Develop a resident initiative to monitor the camera at peak use times during the day and evening.

Other:

- 6.) Elevator needs to be serviced and adjusted.

Mr. Blunt and Mr. Dario thanked the residents for their willingness to express their concerns and to participate in the prioritization process.

The meeting concluded with Mr. Blunt explaining that each item would be addressed and a response would be sent to the Resident Council.

May 9, 2000

Pat Hamilton
Mark Petty Plaza President
115 Knapp Dr. #504
Hamilton, Ohio 45013

Dear Ms. Hamilton,

We thank you and the residents of The Townhouse for attending the May 2 meeting regarding the Butler Metropolitan Housing Authority's Agency Plan. Your willingness to share your thoughts and ideas is appreciated.

This letter is sent as a response to the top five resident priorities expressed at the meeting. Those priorities and our response to each one are as follows:

Priority # 1:

Install new heating and air conditioning system..

Response:

The individual apartment thermostats and control valves are scheduled to be replaced during fiscal year 2000. The air conditioners in the corridors were recently replaced. The other air conditioning equipment is in proper working order and is not scheduled for replacement at this time.

Priority #2:

Replace hallway carpet

Response:

This work is scheduled and will be completed in fiscal year 2000.

Priority #3

ADA Issues.

Response:

The east side entrance is not an official entry and should not be used as an entrance in order to increase security.

We will review ADA requirements for first floor public restrooms.

Both stairwell ground floor exit doors are scheduled for this year.

The front and rear entries will be taken care of when the new rear parking lot is constructed.

To install ground floor patio doors instead of existing windows would be a breach of security for the building. This will not be done.

Priority #4

Dumpster pads, walkway and parking lot.

Response:

This will all be completed with the new rear parking lot.

Priority #5

Install security cameras and develop a resident monitoring system.

Response:

This will be accomplished through the Drug Elimination Program and the Butler Metropolitan Housing Authority Resident Relations staff.

As a result of our meetings, the Authority is sending out a resident survey. This will help the Authority determine the extent of the needs you have identified. We encourage each resident to answer the survey questions. This will help the Authority deliver better housing services to you, our customer.

Sincerely,

BUTLER METROPOLITAN HOUSING AUTHORITY

Emma Lucas
Acting Director

EL/mmh

cc: Notice File

ISSUES SUMMARY FOR J. ROSS HUNT

APRIL 27, 2000

1:30 PM

Meeting began promptly at 1:30 PM. Mr. Blunt and Mr. Dario welcomed residents and explained the purpose of the Agency Plan and the resident's role and responsibility.

Mr. Blunt outlined current work that Butler Metropolitan Housing Authority wanted to include in the Annual Plan and the 5 Year Plan. He requested the residents to help prioritize the work for the Annual Plan and the 5 Year Plan. The goal was to determine the residents top 5 goals for J. Ross Hunt development.

Mr. Blunt informed the residents of the goals for the Annual Plan as follows:

- a.) Addressing safety and security issues.
- b.) Improve customer service.
- c.) Correcting existing or potential emergency items.

The 5 Year Goals were as follows:

- a.) Perform an ADA survey at J. Ross Hunt in order to program Comprehensive Grant funding for years 4 and 5.
- b.) Apply for 2003 Comprehensive Grant Funding for the work necessary as a result of the ADA survey and begin the implementation of the work plan 2003 through 2004.

After a brief overview of the Agency Plan, Mr. Blunt asked the residents for their suggestions. A very positive exchange of ideas commenced with the residents deciding the following priorities:

- 1.) We need new elevators. They are really shot!!! Replace elevators.
- 2.) Engage in a comprehensive study of the plumbing and electrical systems and make the repairs necessary as a result of the study.
- 3.) The air handling equipment in the building does not seem to work properly. We need this checked out and would request exhaust fans over the stoves and fans in the bathroom.
- 4.) We would like to help with beautification and work with BMHA to beautify our community. We request new screens and window and patio doors.
- 5.) We need a scheduled re-painting program. Many apartments have not been painted for quite some time. This should include common areas as well.

Other:

- 6.) Balconies need repair as concrete is spalling.
- 7.) Replace door closures. Doors are heavy and hard to open for frail people.
- 8.) Mr. Roy from apartment 619 submitted a list of work items that related to most of the issues expressed by the majority of residents.

Mr. Blunt and Mr. Dario thanked the residents for their willingness to express their concerns and to participate in the prioritization process.

The meeting concluded with Mr. Blunt explaining that each item would be addressed and a response would be sent to the Resident Council.

May 9, 2000

Roy Tremble
J. Ross Hunt Tower, President
112 S. Clinton St. #619
Middletown, OH 45044

Dear Mr. Tremble,

We thank you and the residents of The Townhouse for attending the May 2 meeting regarding the Butler Metropolitan Housing Authority's Agency Plan. Your willingness to share your thoughts and ideas is appreciated.

This letter is sent as a response to the top five resident priorities expressed at the meeting. Those priorities and our response to each one are as follows:

Priority # 1:

Replacement of elevators.

Response:

This would be a new work item under the Comprehensive Grant Program. Due to the expense and highly technical requirements of this work, the Authority will engage an elevator consultant to perform an analysis of the elevators and make recommendations for repair or replacement. Further, we have requested the Butler Metropolitan Housing Authority maintenance department to contact the elevator company to evaluate any current problems and make repairs when necessary.

Priority #2:

Comprehensive study of plumbing and electrical systems.

Response:

The Authority is not aware of any major plumbing or electrical problems within the building. However, if these are individual apartments that are experiencing problems, please call 422-3636 so a service technician can respond.

Priority #3

Check the exhaust system for the building since the ventilation fans do not appear to work properly. Provide kitchen exhaust fans.

Response:

The Butler Metropolitan Housing Authority maintenance department will contact the company who maintains this equipment so the ventilation fan can be checked and serviced if needed. The Authority can install a re-circulating type range hood, however, installing range hoods that vent to the exterior is cost prohibitive.

Priority #4

Help with beautification efforts. Would like new screens and patio doors.

Response:

The balcony doors are scheduled in the Comprehensive Grant Program for CGP 711. This will take place in 2003. If there are screens or windows that need replacing, the Authority requests residents to call maintenance and request service.

Priority #5

We need a scheduled re-painting program.

Response:

The majority of the units were repainted under the Comprehensive Grant Program and other units are being painted as vacancies occur. If the community room needs repainting, please call in a work order to the Maintenance Department so the work can be scheduled.

As a result of our meetings, the Authority is sending out a resident survey. This will help the Authority determine the extent of the needs you have identified. We encourage each resident to answer the survey questions. This will help the Authority deliver better housing services to you, our customer.

Sincerely,

BUTLER METROPOLITAN HOUSING AUTHORITY

Emma Lucas
Acting Director

EL/mmh

cc: Notice File

ISSUES SUMMARY FOR THE TOWNHOUSE

APRIL 27, 2000

12:45 PM

Meeting began promptly at 12:45 PM. Mr. Blunt and Mr. Dario welcomed residents and explained the purpose of the Agency Plan and the resident's role and responsibility.

Mr. Blunt outlined current work that Butler Metropolitan Housing Authority wanted to include in the Annual Plan and the 5 Year Plan. He requested the residents to help prioritize the work for the Annual Plan and the 5 Year Plan. The goal was to determine the residents top 5 goals for The Townhouse development.

Mr. Blunt informed the residents of the goals for the Annual Plan as follows:

- a.) Provide additional security for the building.
- b.) Identification of emergency or potential emergency items.
- c.) Increase of customer services.

The 5 Year Goals were as follows:

- a.) Perform an ADA survey at The Townhouse in order to program Comprehensive Grant funding for years 4 and 5. (2002 and 2003)
- b.) Apply for Comprehensive Grant Funding for the work necessary as a result of the ADA survey and begin the implementation of the work plan 2003 and 2004.

After a brief overview of the Agency Plan, Mr. Blunt asked the residents for their suggestions. A very positive exchange of ideas commenced with the residents deciding the following priorities:

- 1.) Safety and security issues need to be addressed. Please install security camera and monitor it. Re-key the building because too many people that no longer live here, have keys. Intercom system does not work.
- 2.) Try to designate our building as elderly only.
- 3.) Need a comprehensive study of plumbing and exhaust systems in the building.
- 4.) The balcony pads are dirty and stained, would like them pressure washed.
- 5.) Install spoon type handles on bathroom faucets.

Other:

- 6.) Would really like a resident manager/caretaker on site.
- 7.) Need additional transportation services.
- 8.) Are there 2 bdrm. apts. available when husband and wife no longer sleep together?

Mr. Blunt and Mr. Dario thanked the residents for their willingness to express their concerns and to participate in the prioritization process.

The meeting concluded with Mr. Blunt explaining that each item would be addressed and a response would be sent to the Resident Council.

May 9, 2000

Tom Brock
The Townhouse Vice-President
600 N. Verity Pkwy. #612
Middletown, OH 45042

Dear Mr. Brock,

We thank you and the residents of The Townhouse for attending the May 2 meeting regarding the Butler Metropolitan Housing Authority's Agency Plan. Your willingness to share your thoughts and ideas is appreciated.

This letter is sent as a response to the top five resident priorities expressed at the meeting. Those priorities and our response to each one are as follows:

Priority # 1:

Install security camera and monitor it. Re-key the building.

Response:

The Authority was aware of a problem with the intercom system. However, this has been corrected. Further, the building was re-keyed in a previous modernization phase. The Authority requests all residents not to make duplicate keys. The Authority will work with the Resident Council to use Drug Elimination Funds for installation of a security camera.

Priority #2:

Seek HUD designation as Elderly Only Building.

Response:

The Authority will work to obtain this designation. It requires HUD approval.

Priority #3

Need for a comprehensive study of plumbing and exhaust systems in the building.

Response:

The Authority is not aware of new plumbing problems in the building. The Authority is aware that showerheads need to be raised and the mixing valves at the tubs need replacement. These items are scheduled in the Comprehensive Grant Program 706 and will begin in fiscal year 2000. The kitchen exhaust fans were recently replaced with new range hoods. The bathroom vents are serviced through a roof-mounted exhaust system. This system was checked within the last 30 days. At that time it was working properly. If, however, someone has a service problem currently with a bathroom vent we ask that you call in a work order so a service technician can investigate. The telephone number is 422-3636.

Priority #4

Clean and re-coat the balcony pads.

Response:

This work is scheduled in the Comprehensive Grant Program 709. It will be completed in fiscal year 2001, pending HUD approval..

Priority #5

Install "spoon" type handles on bathroom faucets.

Response:

This is a new item for the Authority to program. This item has been provided to the Director of Development as a resident requested item to be included in the Comprehensive Grant Program Application CGP 709 for fiscal year 2000.

As a result of our meetings, the Authority is sending out a resident survey. This will help the Authority determine the extent of the needs you have identified. We encourage each resident to answer the survey questions. This will help the Authority deliver better housing services to you, our customer.

Sincerely,

BUTLER METROPOLITAN HOUSING AUTHORITY

Emma Lucas
Acting Director

EL/mmh

cc: Notice File

ISSUES SUMMARY FOR DAYTON LANE GARDENS
APRIL 27, 2000
11:45 AM

Since the Agency Plan team was operating ahead of schedule, the meeting began about 15 minutes early.

Mr. Blunt outlined current work the Butler Metropolitan Housing Authority wanted to include in the Annual Plan and the 5 Year Plan. He requested the residents to help prioritize the work for the Annual Plan and the 5 Year Plan. The goal was to determine the residents top 5 goals for the Dayton Lane development.

Mr. Blunt informed the residents of the goals for the Annual Plan as follows:

- a.) Perform a review of safety and security items for the building.
- b.) Develop plan for use of the vacant kitchen and related space.

[Note: since Dayton Lane is a newer facility, the level of work is not as great as in other developments.]

After a brief overview of the Agency Plan, Mr. Blunt asked the residents for their suggestions. A very positive exchange of ideas commenced with the residents deciding the following priorities.

- 1.) Thresholds in apartments are too high for wheel chairs and the doors in front of building are difficult for wheel chair movement. These difficulties need to be addressed.
- 2.) Install security cameras and re-core front door keys. Work with residents to develop a monitoring program for security camera.
- 3.) Remove hallway carpet and install tile at first floor. Carpet difficult for wheelchair bound residents to traverse. Also, apartment entry doors need kick plates so wheel chairs do not scratch and deface the door.
- 4.) Investigate what can be done to make fire doors easier to open. They are so heavy, residents are worried about emergency situations.
- 5.) Repair/replace intercom system. It currently does not work properly.

Other:

- 6.) Investigate the development of a computer room and computer training for residents.

Mr. Blunt and Mr. Dario thanked the residents for their willingness to express their concerns and to participate in the prioritization process.

The meeting concluded with Mr. Blunt explaining that each item would be addressed and a response would be sent to the Resident Council.

May 9, 2000

Ron Hentrick
Dayton Lane Gardens President
122 N. 6th St. #101
Hamilton, Ohio 45011

Dear Mr. Hentrick,

We thank you and the residents of The Townhouse for attending the May 2 meeting regarding the Butler Metropolitan Housing Authority's Agency Plan. Your willingness to share your thoughts and ideas is appreciated.

This letter is sent as a response to the top five resident priorities expressed at the meeting. Those priorities and our response to each one are as follows:

Priority # 1:

Thresholds in apartments are too high for wheel chair as well as front entry.

Response:

The Authority is aware of the problem and will program funds in the Comprehensive Grant Program CGP 710. This should be accomplished in 2001.

Priority #2:

Install security cameras and re-key the front entry door.

Response:

This will be completed with funds from the Drug Elimination Program. The building was re-keyed in a previous modernization phase. The Authority requests all residents not to make duplicate keys.

Priority #3

Remove hallway carpet and install tile on the first floor.

Response:

This work is scheduled for the Comprehensive Grant Program Application fiscal year 2000. Also, the kick plates will be installed along with the replacement of the entry doors.

Priority #4

Investigate what can be done to make fire doors easier to open.

Response:

The Authority's maintenance department will investigate the problem and try to adjust the door closers.

Priority #5

Repair/replace the intercom system.

Response:

The Butler Metropolitan Housing Authority maintenance department has been made aware of the request. They will investigate and make repairs as necessary.

As a result of our meetings, the Authority is sending out a resident survey. This will help the Authority determine the extent of the needs you have identified. We encourage each resident to answer the survey questions. This will help the Authority deliver better housing services to you, our customer.

Sincerely,

BUTLER METROPOLITAN HOUSING AUTHORITY

Emma Lucas
Acting Director

EL/mmh

cc: Notice File

BUTLER METROPOLITAN
HOUSING AUTHORITY

PUBLIC HOUSING DRUG
ELIMINATION PROGRAM

Public Housing Drug Elimination Program Plan

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Annual PHDEP Plan Table of Contents:

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

Section 1: General Information/History

- A. Amount of PHDEP Grant \$** 286,362.00
- B. Eligibility type (Indicate with an "x")** N1 _____ N2 _____ R X _____
- C. FFY in which funding is requested** 2000
- D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

Fight drug related activity in Butler County through educational activities with youth involvement, and involvement with resident groups. Increased visible police presence, monitoring drug-related crimes through surveillance methods and removing the offenders through enforcement of federal and state laws and BMHA rules and regulations. Controlling future drug activity through family oriented activities and building stronger family bonds and parent/child interaction.

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Bambo Harris	141	178
Riverside Homes	142	362
Freedom Court	61	217
Jackson Bosch	33	94
J. Ross Hunt Tower	125	132
Middletown Estates	64	148
Henry Long Tower	129	134
Concord Green	12	42
Hamilton Scattered Sites	47	105
Reuben Doty Estates	44	140
Townhomes East	52	153
Townhomes West	98	226
Midtonia	56	124
Winding Creek	40	109
The Townhouse	82	81
Petty Plaza	110	110
Dayton Lane Garden	45	42
Thornhill	19	37

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F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an "x" to indicate the length of program by # of months. For "Other", identify the # of months).

6 Months _____ **12 Months** _____ **18 Months** _____ **24 Months** **X** _____ **Other**

g. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an "x" by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place "GE" in column or "W" for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	X	OH10DEP0150195	0		2-8-98
FY 1996	X	OH10DEP0150196	0		7-29-99
FY 1997	X	OH10DEP0150197	0		12-3-99
FY1998	X	OH10DEP0150198	244,804.30		12-21-00
FY 1999	X	OH10DEP0150199	286,362.00		1-23-02

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

Fight crime and drug related activity through law enforcement efforts and with educational prevention programs to assist our youth and their families in resisting drugs. The funding will be used for additional law enforcement personnel to conduct educational activities, special operations, and pay the salary of the Resident Relations Specialist.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY 2000 _____ PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 – Reimbursement of Law Enforcement	227,768.00
9120 - Security Personnel	
9130 – Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	58,594.00
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	286,362.00

PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 - Reimbursement of Law Enforcement						Total PHDEP Funding: \$227,768.00	
Goal(s)		Show a reduction in crime by 2%.					
Objectives		Assure safe housing for residents in our communities.					
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.Hamilton overtime police			10/2000	10/2002	101,099		Crime statistics, court observations, and Resident input.
2.Middletown overtime police			10/2000	10/2002	101,099		Crime statistics, court observations, and Resident input.
3.Surveillance equipment			10/2000	10/2002	25,570		Crime statistics, court observations, and Resident input.

9120 - Security Personnel						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9130 - Employment of Investigators						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9140 -Voluntary Tenant Patrol						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding	Performance Indicators

	Served			Date		(Amount /Source)
1.						
2.						
3.						

9150 -Physical Improvements						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indic
1.							
2.							
3.							

9160 - Drug Prevention						Total PHDEP Funding: \$58,594.00	
Goal(s)							
To fight crime, drug and gang activity through education and positive activities for youth.							
Objectives							
Fund Resident Relations Specialist, and provide support to HOFNOD, Jump Start, Cub Scouts and provide educational activities.							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indic
1. Resident Relations Specialist wages	2434	2434	10/2000	10/2002	25,950.00		Resident surveys ar arrest statistics.
2. Resident Relations Specialist benefits.	2434	2434	10/2000	10/2002	10,950.00		Resident surveys ar arrest statistics.
3. Newsletter	2434	2434	10/2000	10/2002	3,500.00		Resident surveys ar arrest statistics.
4. Anti-Drug, Crime, Violence Education Materials	2434	2434	10/2000	10/2002	194.00		Resident surveys ar arrest statistics.
5. George Brown Sports Camp	200	1487	6/01/01	7/2001	6000.00		Resident surveys ar arrest statistics.
6. Respect for Law Camp	20	1487	6/01/01	7/2001	1500.00		Resident surveys ar arrest statistics.
7. MALACHI Activities	500	2434	10/20/00	10/2002	2000.00		Resident surveys ar arrest statistics.
8. Hamilton Community Center	100	1311	1/01/01	1/01/02	2000.00		Resident surveys ar arrest statistics.
9. Middletown Community Center	100	1123	1/01/01	1/01/02	1000.00		Resident surveys ar arrest statistics.
10. Universoul Circus	100	1936	6/01/01	8/01/01	1000.00		Resident surveys ar arrest statistics.
11. Anti-Drug Puppet Show/Picnic	100	1936	5/01/01	9/01/01	2000.00		Resident surveys ar arrest statistics.

12. Cultural Events	200	2434	12/01/00	12/01/01	2000.00		Resident surveys ar arrest statistics.
13. "Stop the Violence" Dance	1000	1123	6/01/01	9/01/01	500.00		Resident surveys ar arrest statistics.

9170 - Drug Intervention						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indic
1.							
2.							
3.							

9180 - Drug Treatment						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indic
1.							
2.							
3.							

9190 - Other Program Costs						Total PHDEP Funds: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indic
1.							
2.							
3.							

Section 3: Expenditure/Obligation Milestones

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the
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		activities)		activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	Activities 1, 2, 3	56,943.00	Activities 1, 2, 3	113,886.00
9120				
9130				
9140				
9150				
9160	Activities 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13	14,650.00	Activities 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13	29,300.00
9170				
9180				
9190				
TOTAL		\$71,593.00		\$143,186.00

Section 4: Certifications

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the "PHA Certifications of Compliance with the PHA Plan and Related Regulations."

ADMISSION AND CONTINUED OCCUPANCY POLICY
OF
THE BUTLER METROPOLITAN HOUSING AUTHORITY

INDEX

**TO
BUTLER METROPOLITAN HOUSING AUTHORITY
LEASING AND OCCUPANCY POLICY**

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PREAMBLE

The Butler Metropolitan Housing Authority (hereinafter referred to as BMHA or the Authority) establishes these policies to provide procedures by which low and moderate income families are admitted to and remain eligible for occupancy of housing units administered by the Authority. Any applicant who feels he or she has been discriminated against because of race, color, gender, religion, national origin, handicap or familiar status (family size or composition) may file a complaint of such discrimination with either the Butler Metropolitan Housing Authority or the area office of the Housing & Urban Development (hereinafter referred to as HUD) , or both. The filing of a complaint with the Housing Authority will not prevent the subsequent filing of a complaint with the Columbus HUD Area Office, 200 North High Street, Columbus, Ohio 43215. (The appropriate regulations under which complaints can be filed are attached hereto as Appendix A.)

Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and wherever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances.

This LEASING AND OCCUPANCY POLICY is intended to be consistent with: the CODE OF FEDERAL REGULATIONS specifically SECTION 24 CFR, PART 912, 913 AND 960, with pertinent sections of the Americans with Disabilities Act and Titles VI and VIII of the Civil Rights Act of 1968 as amended. In the event of any inconsistencies, the provisions of the Code of Federal Regulations and the Disabilities Act shall prevail. This policy together with the attached appendixes is the complete policy of the Authority. Any verbal assurances or statements made by staff or officers of the Authority which are inconsistent with this policy will not be binding on the Authority.

These policies embody standards and criteria for resident selection which take into consideration the needs of the individual families and the statutory purpose in developing and operating socially and financially sound public housing projects which provide a suitable living environment and foster economic and social diversity in the resident body as a whole. Further, these policies are designed to avoid concentrations of the most economically and socially deprived families in any one or all of the Authority's developments, within the contents of Title VI of the Fair Housing Act and Section 504 of the Rehabilitation Act and all provisions of the Americans with Disabilities Act.

Any portion of this Admission and Continued Policy may be obtained by making a minimum 48 - hour advance request to the Director of Leasing and Occupancy. In order to defray the cost of copies, an amount of five cents (\$.05) per page will be assessed. Said amount is payable by PHA tenants in accordance with existing accounts receivables policies. Non-tenants will remit, on receipt, in the form of a money order only, payable to the Butler Metropolitan Housing Authority (BMHA)

I. **CONDITIONS OF ELIGIBILITY**

To be eligible for admission, an applicant must meet, but is not limited to, the following requirements:

A. **THE APPLICANT MUST BE AN ADULT AND QUALIFY AS A FAMILY:**

In the ordinary sense, the fundamental social unit in a society comprising of one or more adults, children and or live in aide; foster children and family members temporarily absent from the home. One or more persons sharing living quarters in what constitutes a stable family relationship.

* HUD defines "elderly," "disabled" and displaced" families. "Family" includes but is not limited to:

- A family with or without children (temporary absence of a child from the home due to placement in foster care shall be considered in determining family compositions and size)
- An elderly family
- A near-elderly family
- A disabled family
- A displaced family
- The remaining member of a tenant family
- A single person who is not elderly or displaced, or a person with disabilities, or the remaining adult member of a tenant family

At no time shall the sole head of household be considered eligible if the age of 18 has not been attained. A minor applicant, with parental consent, may sign the lease as "co-head", however, all incomes, earned and otherwise, will be counted as those of an adult spouse.

NEAR ELDERLY means a family whose head or spouse or whose sole member is at least fifty years of age, or disabled as herein defined or handicapped as herein defined and may include two or more near 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 (live-in aide). The Authority may from time to time, with the approval of HUD, elect to house near-elderly applicants in developments designated for elderly occupancy to help market hard-to-rent where there exists a absence of elderly families on the waiting list.

ELDERLY FAMILY

- For purposes of preference and allowance/deductions,
- An elderly family includes:
 - A family whose head, spouse or sole member is at least 62 years of age, or

- Two or more persons at least 62 years of age living with one or more live-in aides.
- One or more persons at least 62 years of age living with one or more live-in aides.

DISABLED FAMILY

- A family whose head, spouse or sole member is a person with disabilities, or
- Two or more persons with disabilities living together, or
- One or more persons with disabilities living with one or more live-in aides.
- In any case, one of the people with disabilities must be the head or spouse.

DISPLACED FAMILY

- A family in which each member, or sole member, is a person displaced by governmental action.
- A person whose dwelling has been extensively damaged or destroyed as the result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

SINGLE PERSONS

- All single persons are eligible if they meet other eligibility criteria. A single-person family may be:
 - An elderly person (62 and over)
 - A displaced person
 - A disabled person
- Any other single person who is not elderly, displaced or disabled, or the remaining member of a tenant family.

If a single person is pregnant:

- No allowance will be given for the unborn child
 - The income limit will be based on the one-person-family limit
 - Third party verification of pregnancy is required (physician's certificate).
 - PHA may (but is not required to) distinguish single pregnant women from any other group of singles.
-
- * The Quality Housing and Work Responsibility Act of 1998 eliminated the ability for PHAs to "opt-out" of compliance with the Non citizen Rule.
 - * All PHAs must implement the provisions of Section 214 of the Housing and Community Development Act of 1980.
 - * The Authority may establish or verify eligibility any time a family's eligibility is in question.

- * The Authority may access any relevant information contained in the INS SAVE system as it relates to any family member applying for financial assistance.
- * No individual or family applying for assistance will be housed prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible.

NOTIFICATION REQUIREMENTS

- * All families will be required to submit evidence of their citizenship status:
- * The rule applies to all families, regardless of any documentation of the person's identity which may have been previously obtained by the PHA as a local program requirement, such as birth certificates and other forms of identification.

ELIGIBILITY FOR ASSISTANCE

- * To determine the family type and eligibility status of any family, the eligibility of each individual in the family will be established first.
- * Individuals will fall into one of these categories:
 - Citizens or nationals
 - Eligible immigrants 62 or older
 - Other eligible immigrants
 - Ineligibles
 - Non citizen students on student VISA
- * PHA will treat citizens of the Freely Associated States as non citizens ineligible for housing assistance unless they meet one of the qualifying exceptions in section 214 of the HCD Act of 1980. See Chapter 3 of HUD Guidebook 7465.7, *Restrictions on Assistance to Non citizens, for details.*

RESTRICTIONS ON ASSISTANCE TO NONCITIZENS

HOUSEHOLD CATEGORIES

- * Once the status of each person has been determined, households will fall into one of the categories below:
 - All members are either citizens or eligible immigrants.
 - Some members are eligible and some are ineligible (mixed family).
 - All members are ineligible immigrants.
- * The determination of household type is based on individual determinations:

- An eligible household will be comprised of citizen(s), national(s) or non citizens(s) with *eligible* immigrant status.
 - An ineligible household is one in which no member is a citizen, national or eligible immigrant.
 - Mixed families are comprised of citizen(s) or eligible non citizen(s) and those without citizenship or eligible non citizen status.
- * Verification of citizenship or national status must be provided accordingly.
- Persons who claim citizenship status by executing a signed declaration.
 - Persons 62 and older who claim eligible immigration status by executing a signed declaration and providing proof of age.
 - Persons who declare themselves ineligible or don't contend eligibility status.
- * PHA may require verification of either citizen/national declaration in the form of a U.S. passport, resident alien card, registration card, social security card or other appropriate documentation.
- * Verification is required by law for all other non citizens who claim eligible immigration status.
- A signed declaration of eligible immigration status
 - An INS card or other INS document
 - A signed verification consent form

DOCUMENTATION REQUIRED

- * PHA documents:
- Declaration of Section 214 Status
 - Verification Consent Form
 - Listing of Non-contending Family Members
 - Notice of Section 214 requirements
- * Eligible Immigration Document required is an original INS card. (PHA may consult SAVE to determine eligibility of any card.)

TIMEFRAME FOR SUBMISSION

- * Applicants must present documents at or before unit offering. Extensions for submission of required documents shall not exceed 30 days, but will preclude offering of the unit and count as (1) refusal.

- * New occupants joining an assisted household:
 - At the time of application to be added to household; no later than the time of signing the lease addendum.
- * A time extension may be granted in writing by the PHA if needed, for the individual to obtain the needed documentation, however, individual may not occupy a dwelling until the lease addendum is completed.
- * For each family member this is an admission requirement. Verification remains in effect until the termination of tenancy.

PERSONS WITH DISABILITIES

- * Note: See full definition under "Legislative Reference" on the page following.
- * The term "person with disabilities" is defined in Section 3(b) of the 1937 Housing Act (42 U.S.C. 1437a(b)).
- * 42 U.S.C. 1437a(b) defines "persons with disabilities" as a person who:
 - Has a disability as defined in 42 U.S.C. Section 423.
 - Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (8)).
 - Has a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration,
 - Substantially impedes his or her ability to live independently, and
 - Is of such nature that ability to live independently could be improved by more suitable housing conditions.
- * Individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.
- * Individuals whose alcohol or drug addiction is a material factor to their disability are excluded from the definition.
- * Individuals are considered disabled if the disabling mental and physical limitations would persist if the drug or alcohol abuse discontinued.

LEGISLATIVE REFERENCE

1. 42 U.S.C. Section 423(d)(1)(A) defines disability as:
"Inability to engage in any substantial gainful activity be 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 12 months; or

In the case of an individual who has attained the age of 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 ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

2. The Developmental Disabilities Assistance and bill of Rights Act (42 U.S.C. 6001(8)) defines developmental disability in functional terms as:

A severe, chronic disability of a person 5 years of age or older which:

- (A) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (B) is manifested before the person attains age twenty-two;
- (C) is likely to continue indefinitely;
- (D) results in substantial functional limitations in three or more of the following areas of major life activity: (i) self-care, (ii) receptive and responsive language, (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, and (vii) economic self-sufficiency; and
- (E) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinate; except that such term, when applied to infants and young children, means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided.

INVOLUNTARY DISPLACED PERSON

"Displaced Person" means a person required to relocate by governmental action, or a person 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. A person displaced because of an action by an owner that was beyond the control or ability of the applicant to prevent and such action would render the applicant homeless. For example, the owner taking possession of the unit for extensive repairs or for sale to a buyer who wishes to occupy the unit, conversion of the unit from rental to homeownership by owner-occupant, any legally authorized act that results in the owner taking the unit off the market. (See requirements

concerning involuntarily displacement in the preference section of these policies.)

SINGLE PERSONS

Single persons at or above the age of 18 (or emancipated in accordance with the laws of the State of Ohio) and not meeting the definitions as above of elderly, handicapped, disabled, or displaced persons, may be determined eligible for admission and applications taken subject to the conditions of this policy.

B. NON-ECONOMIC FACTORS

Standards and procedures are hereby established to protect the health, safety, morals and comfort of public housing residents; to protect the property of the Authority; and to facilitate the proper administration by the Authority of its communities. The standards for judging non-economic factors are as follows:

1. **Condition for Eligibility** - It shall be a condition of eligibility for admission or continued occupancy in any Authority community and to an Authority owned and managed unit, that the resident or applicant is, or will be, a desirable resident. Additionally, the Authority has established a preference for applicants who are residents of Butler County or who are working in/going to school in Butler County or have been notified that he or she has been hired to work in/go to school in Butler County. Applications will be accepted from families not meeting the residency preference. However, such applications will not be assigned a position on the waiting list until the Authority has determined that there are no eligible applicants on the waiting list for the particular unit type that conform to the residency preference. The standard to be used in approving eligibility for admission or continued occupancy of a family will be that the family will not be or does not constitute:
 - a. An inability to meet the standard obligations of tenancy including maintenance of the unit. This may be accomplished with a live-in aid or third party support services (not provided by the Authority). An applicant, whose past history of residency at the Authority's property had resulted in damages in excess of \$500.00, (excluding past due rent or rent owed to the Authority), will not be considered for residency at the Authority's property for a period of 10 years from the date of move-out from the resulting damages. The Authority will require documentation from interim landlords that the applicant has maintained interim residences in good condition for a period of up to 10 years.

- b. A detriment to the health, safety or morals of its neighbors or the community.
- c. An adverse influence upon sound family and community life
- d. A source of danger to the peaceful occupation of residents
- e. A source of danger or cause of damage to the premises or property of the Authority;
- f. A source of danger to Authority employees or assignees.

2. Conditions for Desirability for Admission - The applicant may be denied admission for good and sufficient cause, including, but not limited to, the following:

- a. An applicant's past performance in meeting financial obligations, including but not limited to rental payments.
- b. A record of disturbance of neighbors, destruction of property, living or housekeeping habits at a prior residence which may adversely affect the health, safety or welfare of other residents and/or property of the Authority. (Information obtained through verification from previous landlords and/or police report or court records.)
- c. Failure to complete a scheduled orientation session. (It is not necessary for applicant to await eligibility notification, however, attendance at orientation does not replace all other non-economic factors of eligibility).
- d. A history of illegal activity involving crimes of theft or physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other residents and/or property of the Authority. Criminal acts and activities which would be a condition to deny admission would include, but not be limited to the following:

All applicants to the Public Housing will be required to complete a scheduled orientation session. It is not necessary for applicant to await eligibility notification, however, attendance at orientation does not preclude all other non-economic factors of eligibility.

- 1. Homicide/Murder
- 2. Rape or child molesting
- 3. Burglary/Robbery/Theft/Larceny
- 4. Threats or Harassment
- 5. Destruction of Property/Vandalism
- 6. Assault or Fighting
- 7. Drug Trafficking/Use/Possession/Paraphernalia

8. Child Abuse/Child Neglect/Domestic Violence
9. Public Intoxication/Drunk and Disorderly
10. Receiving Stolen Property
11. Fraud
12. Prostitution/Soliciting
13. Disorderly Conduct
14. Arson
15. Any weapons conviction

After careful review of documentation relating to convictions identified above, the Authority will utilize the following guidelines:

- d. Any conviction related to drugs in the last ten years will result in rejection. If, however, the drug conviction was a misdemeanor **AND** no subsequent convictions of any kind occurred within the last five (5) years, on presentation of proof of completion of a valid supervised drug rehabilitation program (complete with recommendation), PHA may approve.
- e. Five or more convictions within the past ten years prior to application date of items 3,4,5,6,8,9,10,11,12, and 13 or any combination five or more convictions of these items showing a history of criminal activity could result in rejection. Two convictions in three years for items as previously identified in this section c) will result in rejection. Any conviction within ten years of items 1, 2, 7, 14 and 15 will result in rejection. An applicant who has been convicted of items 1, 2, 7, 14 and 15 within ten years is subject to a thorough review based on proper documentation before a decision will be made to admit the applicant. At the Authority's discretion, a decision will be made on a case by case basis for an applicant who has been convicted of items 1, 2, 7, 14 and 15 after ten years based on documentation presented to the Authority by the applicant.
- f. The Authority may waive the prohibition regarding criminal activity if ten years have passed since the last date of conviction.
- g. A history of alcohol abuse including two convictions within two years of application date of alcohol related crimes, i.e., driving under the influence (DUI), operating a motor vehicle intoxicated (OMVI), public intoxication, etc. The Authority may admit a person with a previous record of public intoxication after review of all facts including documentation of rehabilitation and a third party verification of sobriety. If five years has passed since the last conviction date of an alcohol related crime

and documentation of rehabilitation has been provided by the applicant, the applicant may be considered for housing.

- h. The family's ability to provide custodial care to yards (lawn and garden areas) is also an eligibility factor for the leasing of single-family type units where the resident is required to provide such maintenance. Accommodations may be made for persons with disabilities who can not care for lawns.
- i. Falsifying an application for leasing, including but not limited to giving false information or withholding any information, regarding income, size of family or use of any alias.
- j. In no case shall a family be admitted into public housing if they are unable to obtain all required utilities in the name(s) of the head(s) of household.

In making such determination, consideration shall be given from the initial point of contact throughout the entire process of application, orientation and the full term of occupancy to: the family composition, parental control over children, family stability, medical and other past history, reputation, conduct and behavior, criminal records, if any, occupation of wage earners, and any other data or information with respect to the family that has a bearing upon its desirability, including its conduct or behavior while residing in a BMHA community.

In the event of the receipt of unfavorable information with respect to applicant, consideration will be given to the time, nature, and extent of the applicants conduct and to factors which might indicate a reasonable probability of favorable future conduct. For example:

- 1. Evidence of the applicants family participation in or willingness to participate in social services or other appropriate counseling service program may enhance eligibility.
- 2. The Authority shall terminate tenancy of fleeing felons.
Grounds for termination of tenancy:
 - a. Fleeing to avoid prosecution, or custody or confinement after conviction, for a felony (or high misdemeanor in New Jersey).
 - b. Violating a condition of probation or parole imposed under Federal or State law.
- 3. PHAs may access criminal conviction records from:
 - a. The National Crime Information Center
 - b. Police Departments;
 - c. Other law enforcement agencies
- 4. PHAs may access such records for adult applicants and tenants.
 - a. The PHA shall provide the law enforcement agency with a consent form signed by the applicant or tenant.

ONE STRIKE

1. The Authority shall permanently deny admission and terminate assistance for persons convicted of manufacturing or producing methamphetamine on or off the premises of assisted housing.
2. The Authority shall deny admission to any sex offender who is subject to a lifetime registration requirement under any state sex offenders' registration program.
PIH NOTICE 98-20: OBTAINING FBI CRIMINAL HISTORY RECORD INFORMATION
 - a. Notice effective April 7, 1998
 - b. Applies to applicants for and residents of public housing
 - c. The Authority reserves the right to obtain national criminal history records of:
 1. Adult applicants for, or tenants of public housing.
 2. For purposes of applicant screening, lease enforcement, and eviction.
 - d. The Authority may exercise any or all of the following options:
 1. Go to the state for state records only;
 2. Do a name check through the local law enforcement, which has access to limited information; or
 3. Submit an applicant fingerprint card to the FBI in order to obtain the full content of a criminal history record.
 - e. If the law enforcement agency indicates to the PHA that there is a criminal history which may belong to the applicant/tenant, the PHA must submit an applicant fingerprint card to the FBI.
 - f. The FBI will charge \$24 for the processing of each applicant's or tenant's fingerprint card.
 - g. No fees will be passed on to the family.
 - h. The FBI will forward the results of the criminal records search directly back to the PHA.
 - i. The FBI's current processing time is about three weeks. Under penalty of loss of eligibility for housing, applicant will agree to sign all related releases of information and physical evidence as required to complete this process.
3. Readmission or Re-certification to BMHA Communities - Authorized representative(s) of the Authority shall review pertinent information to determine eligibility for readmission or re-certification to BMHA communities. Requirements for

readmission or re-certification would include, but not be limited to the following:

- a. Must be within income limits
- b. Did not abandon a BMHA public housing unit without advising BMHA management in writing (Intent to Vacate) so that the staff could secure the unit and protect its property from vandalism.
- c. Did not leave with a non-payment of rightful obligations due BMHA (can be reinstated with payment if obligation was for failure to pay rent only)
- d. Did not disregard rules of occupancy and the rights of others as spelled out in the BMHA Dwelling Lease.
- e. Did not create damages to the dwelling during or prior to residency.
- f. Did not present a detriment to the health and safety or morals of the neighbors or community during prior residency.

Failure to meet any one or all of these requirements will be considered cause for ineligibility.

C. Eligibility Income

No family other than a lower income family shall be eligible for admission to a program covered by these policies. Admission income limits are set by HUD and revised periodically. These income limits for Butler County are incorporated by reference and revisions made by HUD will be incorporated by addendum to this policy. (See Appendix B)

No Minimum Income Limits are established for eligibility

No Maximum Income Limits are established for Continued Occupancy

Income Limits at Admission

Income Mix:

- a. PHA may use criteria for selection that will produce a mix of incomes in the developments
- b. Pre and post '81 DOFA requirements have been deleted

Income Targeting

- a. PHA shall reserve a minimum of 40% of Public Housing new admissions each FY for families whose incomes do not exceed 30% of area median.
- b. New Definitions: Families who incomes do not exceed 30% of area median are "extremely low-income families."
- c. Gross annual income amounts are used for income limits at admission and for targeting.

Prohibition

- a. PHA will not concentrate very low-income families in one public housing development or one building within a development.
- b. "Very low income families" includes other families with relatively low incomes.

Categories

- | | |
|-------------------------|---------------------------|
| a. Extremely low-income | 30% of area median income |
| b. Very low income | 50% of area median income |
| c. Low income | 80% of area median income |

Income Targeting Fungibility

- a. PHA may decrease the percentage of extremely low-income families to public housing if the PHA has given new Section 8 tenant-based assistance to more than the required 75% of new admissions to extremely low-income families.
- b. The PHA may use this difference as a "credit" to lower the income targeting goals in its public housing program.

De-concentration of Poverty and Income Mixing Plan

1. PHA reserves the right to skip a lower-income applicant on the PHA waiting list in order to provide for de-concentration of poverty by:
 - a. bringing higher income tenants into lower income housing projects; and
 - b. lower income tenants into higher income public housing projects.
2. Cannot concentrate very low-income families in developments.
3. For purposes of de-concentration, low-income developments include families with relatively low incomes (not just extremely low income).

D. ASSETS

Assets as used herein include but are not limited to cash, stocks, bonds, or equity in real property not including personal or household effects. Any applicant who has assigned, conveyed, transferred or other-wise disposed of property, or other assets within two years without fair consideration in order to meet the income limitations shall be deemed ineligible.

E. DENIED APPLICANTS

Applicants who are determined ineligible and denied housing, shall be promptly notified of the basis for such determination. Applicants denied based on undesirability or previous occupancy conditions may be reconsidered for eligibility on the day following the last day of the required waiting period precipitated by the offense. In all cases, all eligibility requirements set forth herein must be met. Applicants who are denied housing for a period of 10 years or longer based on

circumstances noted in this policy, may be reconsidered after a 10 year waiting period from the date of rejection and only after acceptable documentation has been provided to the Authority. All other applicants denied housing may be reconsidered after circumstances change, i.e., income, family characteristics, etc.

All applicants who are denied housing, shall be afforded an informal hearing. The request must be presented in writing to the Office of the BMHA Leasing Director, not more than fifteen (15) working days following the notification of denial. The informal hearing shall be scheduled within thirty (30) working days of the request and will be conducted by the Leasing Director, and/or his/her designee, with the denied applicant. (May be a hearing panel appointed by the Executive Director.)

Consideration shall be given to the following: documentation presented by the applicant from sources such as landlords, employers, family records, drug treatment centers, parole officers, court records, police departments, etc. Upon review of all pertinent information, a final determination shall be issued. Said issuance shall be within thirty (30) days from the date of the informal hearing.

II. RESIDENT SELECTION AND ASSIGNMENT PLAN

A. WAITING LIST

The Authority shall maintain two separate waiting lists. One for the housing developments located in the City of Hamilton, Ohio and one for housing developments in the City of Middletown, Ohio. Applicants may select to be on both waiting lists.

The applicants status on a waiting list for public housing does not affect their status on any other waiting list of the Authority (i.e. Section 8, Housing Opportunities for People Everywhere (HOPE), etc. Except that, once housed in a program, their status may change in relationship to a preference category (i.e. Local Preference, Homeless, etc.)

Each applicant shall be assigned an appropriate place on a wait list in sequence based upon date and time the application is received, suitable type or size of unit and factors affecting preference or priority as established in Section 11-D. without regard to race, color, creed, religion, sex, national origin, handicap or family status.

B. SUBSIDIARY CATEGORY WAITING LISTS

(NOTE: Federal Regulations permit the Authority to designate a development or portion of a development for housing a specific target population, i.e., elderly, handicapped, disabled or family. The Authority may, in accordance with 24 CFR § 945, make such designations and maintain its wait list(s) to reflect such designations.)

The Authority's waiting list shall be maintained such that subsidiary wait lists of applicants may be generated for specific categories of applicants. More specifically:

1. Designation by Unit Type or Need:
Physically Handicapped (Mobility Impaired): A subsidiary category for applicants who are physically handicapped, and who requested housing fully accessible to, and that may accommodate their specific handicap, shall be maintained. The Authority shall utilize such subsidiary wait list to select families for vacant units that have special accessibility features. The Authority shall restrict occupancy to units with special accessibility features to families who can benefit from the features of the unit except that where no such applicants requiring such accessibility features are listed on the Authority's wait list, the Authority may offer such a unit to a non-disabled, non-handicapped person. In such cases, the Authority may require, as a lease provision, that the family relocate from the unit to an appropriate replacement unit without such features should at a later date a family requiring the special features of the unit qualify and request a unit with such special features and who meets eligibility standards for such a unit.
Units determined suitable for the physically handicapped are units that are designed to address either mobility impairment (wheelchair bound) or vision (units that are equipped with ranges and other appliances that are adaptive for visually impaired or in such cases where a building has an elevator with Braille information) or hearing impairment (units that are, equipped with door lights, and other items adaptive for hearing impaired. The design of such units addresses the accessibility standards as noted in the Americans with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS).
2. Designation by Project or Portion of Project as to Special Needs:
The Authority may designate a development or portion of a development for housing for a specific target population. The Authority will coordinate with service providers for the delivery of supportive services to residents of the designated development or portion thereof. Such services would be a benefit to the residents as follows:
 - a. Disabled and Physically Handicapped (non-mobility impaired): A subsidiary waiting list for the disabled including applicants who are not wheelchair bound (physically handicapped), but who desire to live in a development or a portion of a development designated

by the Authority for the disabled or handicapped and who would benefit from the service-plan provided residents of the development or portion so designated.

- b. Elderly or Near Elderly: A subsidiary waiting list for the elderly or near elderly including applicants who meet the definitions and restrictions contained in this policy, and who desire to live in a development or a portion "of a development designated by the Authority for the elderly and who would benefit from the service plan provided residents of the development or portion so designated.

The applicant first on the waiting list shall be offered a dwelling unit in accordance with the following plan:

C. ELIGIBLE APPLICANTS - AVAILABLE UNITS

Eligible applicants shall, from the Authority's inventory of vacant units, be offered the appropriate size and type of unit (based on family composition and family election at the time of application, see below) and type of unit or development type (mobility impaired, non-mobility impaired-disabled, elderly or family) which has been vacant and available for rent the longest. If the applicant rejects the unit offered the application shall be placed at the bottom of the waiting list. After three such refusals the application will be removed from the waiting list and terminated except for the following:

1. The Authority has designated certain efficiency units as hard-to-house. Refusal by elderly applicants of such a unit would not be documented as a refusal for purposes of removal from the wait list or being placed at the bottom of the wait list.
 - a. The applicant who refuses a designated efficiency unit would not be offered an efficiency unit again in the unit selection process.
2. An applicant cannot be offered the same address in the three offerings prior to removal, but may be offered other units in the same development/community.
3. On third refusal and termination of application, applicants who re-apply within ten (10) business days of the termination, will be deemed eligible and immediately placed on the respective wait list, foregoing orientation and screening.

If the Authority determines that a unit is not rentable due to, high crime, drug activity, etc. and the vacancy rate of the Authority is exceeding two percent (2%), a determination will be made by the Leasing Director or designee, to proceed to the next available suitable unit for offering. The unit in question must have been refused three times by different applicants for one or more of the above reasons and documentation of these refusals will be maintained on file.

When the Authority reaches a two percent (2%) vacancy rate, the Authority will proceed to once again offer these units that have been classified not readily rentable.

When the Authority realizes a vacancy in an elderly development (an efficiency or one bedroom unit) and has insufficient elderly applicants to fill the unit or the unit is determined a hard-to-house unit as noted above, the Authority shall offer the unit to applicants who qualify as near elderly prior to offering the unit to a single person.

DOCUMENTATION OF REFUSALS AND UNACCEPTANCE OF THE UNIT:

1. If a unit is offered and rejected, BMHA shall document the date and reason for the refusal along with any other pertinent information. Such documentation shall be kept by the Leasing Director and included in the applicants file.
2. If the eligible applicant is willing to accept the unit offered, presents to BMHA's satisfaction clear evidence of inability to move at the time of offer, the refusal of the unit shall not count. BMHA will recognize, but not be limited to the following reasons as justification of inability to move at the time of the offer: lack of money to pay the required months rent or medical reasons which made the unit undesirable. If the applicant cannot obtain utilities in their name for the unit offered, this will be justification for the Authority to count the offering as a refusal and the applicants name will be dropped to the bottom of the waiting list.
3. To assist the applicant in meeting the requirements of acceptance, the Authority may, at its discretion, hold the unit for no more than three (3) working days.

As noted in the Preamble, the Authority shall administer these policies in such a manner as to provide a suitable living environment and foster economic and social diversity in the resident body as a whole. Further, these policies are designed to avoid concentrations of the most economically and socially deprived families in any one or all of the Authority's developments. BMHA shall not allow available vacant units to remain vacant for an unreasonable length of time in attempting to meet these goals, nor will the Authority violate Title VI requirements.

D. PRIORITY PREFERENCE IN SELECTION

The priority of an applicant on the waiting list will be determined by several factors in addition to the date and time the application is received. In selecting eligible applicants to fill vacancies, the following

order of Priority Preference shall be followed. If two (2) applicants with the same circumstances should be up for the same unit, are equally ranked in accordance with the preferences, then date and time will be the determining factor.

Applicants shall be informed of the Local Preferences noted herein and shall be given an opportunity to show that they qualify for one or more of these preferences. Applicants having one or more of the preferences shall be placed on one or more waiting list(s) of their selection for low rent public housing in front of any applicant who does not qualify for one or more of the preferences

1. The total number of unit housings for the most recent three year period shall be established
2. An annual average shall be established by dividing the three year total by three.
3. Fifty percent of the annual average shall be established as the maximum number which may be utilized for the purpose of local preferences at the beginning of the Authority's Fiscal Year (July 1st).
4. This number shall be monitored and adjusted accordingly during the year on a quarterly basis to ensure that the 50% maximum housings based on local preferences has not been breached. The monitoring shall involve the total local preference housings to date verses the projected total housings for the year, given previous experience regarding rates of vacancies at given months or quarters of the year.

After the 50% local preference allocation has been met, the Authority shall rank the remaining applicants without regard to local preferences and select for housing accordingly. However, should the Authority later determine that the total number of estimated housings for the year should be increased because of actual experience, the allocation for local preferences may be increased.

Selections are also based on the time and date of the application and the local preferences are weighted as described herein. Non-residency of Butler County (as defined below) would result in an applicant receiving the lowest ranking in both the local and federal preferences.

1. **LOCAL BMHA PREFERENCES** - The local preferences shall be used in determining up to 50% of the annual housings in accordance with §960.211 of the Code of Federal Regulations and where appropriate shall be used as a means to select among the Preference holders. The local preferences are as follow:

1. **SUBSTANDARD/WITHOUT HOUSING - 1000 POINTS**

Also known as Priority Housing, this includes applicants whose residences have been determined to be unlivable through no fault of their own, including fire, domestic violence, homelessness, witness protection, living from place to place with no personal address, etc. Verification from shelter, police or social service agency required. If not available, applicant may self-certify on approval of Director of Leasing.

2. **ELDERLY - 600 POINTS**
Includes applicants age 62 years or older. Age verification required.
3. **EMPLOYED/DISABLED-HANDICAPPED/FULL-TIME STUDENT - 500 POINTS**
Families whose incomes are from employment or whose head of household is disabled and the source of income reflects such disability or families whose head of household is enrolled in school full time are included. Verification of employment/enrollment/disability income required.
4. **FAMILY OF SERVICEMAN/VETERAN - 400 POINTS**
The Veteran or Serviceman must reside in the household, be assigned to active duty or be deceased for the family to receive this priority. Qualifying services of the United States Government include only Army, Navy, Airforce, Marines, Coast Guard and the Commissioned Corp of the United States Public Health Service. DOES NOT INCLUDE MERCHANT MARINES, RED CROSS OR ANY OTHER ORGANIZATION THAT IS NOT A PART OF THE U.S. MILITARY. DD214 OR enlistment verification required.
5. **ESTABLISH SECOND HOUSEHOLD - 300 POINTS**
Included are existing BMHA households where overcrowding exists. Family members wishing to establish a second household must make application, provide appropriate documentation and meet eligibility requirements in order to obtain a place on the Authority waiting list, i.e. birth records of newborns or means deemed acceptable by Leasing Director.
6. **LIVES/WORKS IN COUNTY - 200 POINTS**
Applicants, who are residents of Butler County, non-residents who work in Butler county or have been notified they've been hired to work or attend school in Butler county shall be judged as residents of the county. Verification of employment or school enrollment required. Proof of address, driver's license, lease or landlord verification, proof of mailing, voter registration

card or other means approved by Leasing Director will verify residency.

7. **OTHER DISPLACED**

Includes families displaced by either the present landlord for reasons beyond the family's control or by a public agency, i.e. expiration of shelter stay. Verification in writing by the respective landlord or public agency is required.

8. **50% OF INCOME FOR RENT/UTILITIES**

Includes applicants paying over half their incomes for rent and utilities combined. Verification of actual monthly rent and copies of actual utility bills required, including executed lease copy, utility company statement and landlord verification.

When there are no eligible applicants on the waiting list who conform to the aforementioned requirements, (See Section 1-B) consideration shall be given to applicants living outside the area of operation of this Authority. BMHA may request from HUD permission to establish other preferences in Resident Selection and assignment; where such preference will assist the Authority's selection in maintaining socially, and economically mixed projects.

CLAIMING PREFERENCES: Applicants may claim a preference when they initially apply for admission and/or at any time while on the waiting list. The preference must be verified at application update and prior to unit offering.

HOUSING ASSISTANCE PROGRAM (HAP) and similar program participants - If an applicant is currently participating in any Federal, State, or Local agency's temporary housing assistance program (i.e. Project for Assistance in Transition from Homeless for the mentally ill, Housing Assistance Program sponsored by Butler County Mental Health, etc.) which utilized Federal Preference Selection, the applicant may claim (subject to appropriate verification) the previously verified Federal Preference.

All applicants shall be informed of BMHA's determination of their Federal Preference and shall be notified in writing if they do not qualify for a claimed preference. The notice shall state the reasons for determination and the applicant has a right to meet with the Leasing Director and/or other staff assigned by the Director to review the denial. This review applies only to whether the applicant meets the criteria for preference. The review does not apply to the system for applying for preference or alternative definitions.

E. TRANSFER POLICY AND PROCEDURE

The Authority may permit or mandate a resident of the Authority to transfer occupancy to another unit within the Authority's inventory. Re-assignment or transfers to other dwelling units shall be made without regard to sex, race, creed, color, religion, national origin, handicap or family status.

1. The Authority may mandate a transfer because of the following:
 - a. The family size is greater than two persons (above the age of five) per bedroom. The Authority reserves the discretion to waive this requirement at the request of the family, however, in no case shall a family be allowed to remain in a unit without a transfer if the Authority determines that the unit is overcrowded. The transfer will be scheduled to occur when a unit is available and as the transfer applicant's request comes to the top of the transfer listing for that community, or when an appropriate size unit in another Community is available if the bedroom size unit is not within the existing community. More specifically:

Family Composition - If, subsequent to admission, the number of persons in the resident's family permanently increases or decreases beyond the occupancy limits established by the Authority, the resident shall be required, in accordance with the BMHA Dwelling Lease, to either:

- (1) Transfer to an appropriate size unit within 30 days after notification that a vacancy of appropriate size unit exists within the community, or another community within the City in which they are currently housed; or
- (2) Vacate the premises within 30 days after notification that a vacancy of an appropriate size unit exists.

If a family member is temporarily out of the household (absent less than 120 days) the family will not be required to relocate. Third party verification of length of absence will be required.

- b. Transfers of non-disabled tenants from an accessible dwelling unit to a non-accessible unit, if a person with a disability requires the accessible features and the non-disabled tenant was appropriately informed as a condition of their rental that such requirement could occur.

2. The Authority may approve a tenant requested transfer because of the following:
 - a. Families with children of different sexes, where one or more have reached the pre-school age of five (5) and are sharing a bedroom, or are sharing a bedroom with parent(s), will, at their request, be considered for a transfer when a unit is available and as they come to the top of the transfer list for that community, or when an appropriate size unit in another community is available if the bedroom size unit is not available within the existing community.
 - b. Transfers based on hardship may be allowed on a case by case basis. In determining the legitimate need for a transfer, the term **HARDSHIP** shall mean: "Hardship shall be considered to be any set of circumstances which causes deprivation or severe suffering which can be altered significantly by action of the Authority. All such cases will be determined on a case by case basis." These transfers may be requested to alleviate hardships because of hate crime, retribution/witness protection, etc. Additionally, transfers may be requested to alleviate documented medical and/or handicapped hardships such as extended use of wheelchair, walking aides, etc.

3. Other Procedures
 - a. Residents shall not be transferred to a dwelling unit of equal size either within a community or between projects except for alleviating documented hardships, modernization or extenuating circumstances as may be determined by the Authority.
 - b. Transfer Within Community Sites - shall be made only to correct occupancy standards established by the Authority or in documented medical and/or handicap hardship or hardship situations as noted in C-3 above.
 - c. Transfer Between Community Sites - shall be made for families requiring larger or smaller size units which do not exist within the community; i.e., resident requires a 4-BR unit and lives at Community site "A" which has only 1 to 3-BR units; this resident may, therefore, be considered for a transfer to a community which does have a 4-BR unit. This transfer must go through the Leasing Director for approval.
 - d. Transfer Requests - will be made at the time of annual review, showing those families requiring transfers. The following information will be entered on this list: Existing

and required unit size, age, sex and race of the members of the household.

- e. Families requiring a transfer for medical reasons will be handled at the time the proper documentation is presented to the Leasing Director. For this reason, these families will not be reflected on the transfer list. Copies of the Transfer list will be provided to the Leasing Director.

Note: New Applicants - at the discretion of the Authority, may take priority over transfers, due to the number of vacant units at any given community site or other situation which could be detrimental to the maintenance and management, or to the other residents, at any given site.

4. Transfers not Permitted
 - a. New Household - If a family has a family member other than the head of household or spouse who has a child or children and that member wants to establish his or her own household, family must request such from the Leasing Director and provide the required documentation of eligibility for a new household. This is entitled a new household, not a transfer.
 - b. Change of Head of Household - If the head of household vacates a unit and has an adult daughter and/or son in the household who wishes to remain, subject to their being eligible for the unit, such a condition is not a new household nor a transfer, it is a change of household. (Only if there would be a change of address and account number would it be a new household or transfer.)
5. Housekeeping, Damages and Security Deposit Requirements
All families determined eligible for transfer (requested or required) will be subject to a transfer inspection prior to transfer approval. This inspection will include assessment of housekeeping and damages. If the family's dwelling does not pass the transfer inspection, the transfer will be denied and the lease may be terminated accordingly. (i.e. eviction for destruction of property or unsanitary conditions.)
If an eligible family paid less than \$100.00 security deposit at the time of the initial lease, the family will be required to pay the additional amount at the time of transfer to attain \$100.00 security deposit.
BMHA retains the right to refuse a transfer if the dwelling, sustained damages due to items within the tenant's control. (i.e. fire, water, etc.) An eviction for destruction of property may be initiated accordingly.

Transfer Income. Incomes of transferring tenants will reflect actual total household income on the date of transfer. This is not considered an interim adjustment.

F. TRACKING OF EFFORTS TO MEET OBJECTIVES

General objectives, identified below, are required:

1. A "Community Site Refusal" file for each community shall be maintained by the Leasing Director to provide documentation of the efforts of the Authority to have a broad range of income balance at each community site.
2. A "Monthly Analysis of Move-Ins and Racial Breakdown Report" is to be maintained for each community site. This report provides information on applicants being housed, racial breakdown, income code, date housed, address and rent amount.
3. A review and purging of the applicant files will be made on a quarterly basis to assure that the waiting list is up-to-date, and reflects a realistic picture of those waiting for public housing, units.

III RESIDENT SCREENING AND BRIEFING

In selecting eligible applicants to fill vacancies to protect the property of the Authority and to facilitate the proper administration by the Authority of its communities, the following criteria is established:

- A. Before admission, each apparently eligible applicant shall have a home visit to evaluate applicant's ability to maintain the premises, and to identify behavior that would be destructive or a nuisance to other residents. All applicants determined ineligible as a result of the home visit will be notified in writing of the cause of their ineligibility. Applicants found ineligible will be given an opportunity for a conference. A pre-admission briefing session shall be a requirement for all applicants before admission. Home visits and/or briefing sessions may be waived in extenuating circumstances by the Executive Director or Leasing Director. Applicants who do not meet this criteria and those established in Section I-B will not be housed.
- B. An applicant, whose past history of residency at the Authority's property resulted in damages, in excess of \$500.00, excluding past due rent or rent owed to the Authority, will not be considered for residency at the Authority's property for a period of 10 years from the date of move-out from the resulting damages. The Authority will require documentation from previous landlords that the applicant has maintained previous residences in good condition for a period of up to 10 years.

- C. After an applicant has been housed, the Leasing Director will give the name and address of the family to the BMHA Resident Services Specialist for a post-occupancy visit to answer any questions or concerns and for referral to any local agency if family needs require such. (Subject to staff availability.)

IV. OCCUPANCY STANDARDS

A. DWELLING SIZE

The under utilization of space is inconsistent with efficient and economical operation and a waste of scarce housing resources, while overcrowding is inconsistent with the BMHA's obligation to provide decent, safe, and sanitary housing. Accordingly, the following table of minimums and maximums of occupancy will be observed by this Authority, subject to state and local laws:

	Number of Persons	
NO. OF BR	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

The age, sex, and relationship of the members of the family shall be taken into consideration in assigning families within the above ranges. The Authority shall permit applicants at the time of application to choose the bedroom size that most accommodates their needs given the resources available to the Authority. The bedroom size selected by the family shall be within the minimum and maximum bedroom size occupancy requirements noted above, except:

1. The maximum number may be exceeded to permit an infant to share a bedroom with its parents or at the request of the family, subject to the approval of the Authority.
2. A unit may be allocated for all children anticipated to reside in the unit including expectant children, children in the process of being adopted, children whose custody is being obtained by an adult, and children who are temporarily absent from the home due to placement in foster care or in some other fashion under custody of courts and who may be released subject to adequate housing within the initial term of the lease.
3. A child who is away at school, but who lives with the family during school recesses.

4. A child subject to a joint custody - frequent visitation arrangement, where the applicant must maintain accommodations for the child.
5. In order to make reasonable accommodations to a handicapped or disabled individual, i.e. to accommodate a live in care attendant, to accommodate health/therapy equipment required by the handicapped/disabled person.
6. The Authority may elect to permit a lower level of occupancy in certain developments to facilitate the rent up of hard to rent units in developments with high vacancies or in large family unit sizes in absence of large families on the waiting list to occupy such units. (The applicant may be required to move to an appropriately sized unit when another family needs the unit and a suitable appropriate sized unit is available.)
7. To allow for an adult of a different generation such as a grandmother, to have a single bedroom rather than occupying a bedroom with a daughter or granddaughter.

B. RENTS

The rents to be charged will be in accordance with the approved Schedule of Rents which is attached, as Appendix C: PROVIDED, that the rent of a public housing resident does not

exceed 30% of family income as defined in Part VIII. Upon determination of resident rent, the resident shall be provided written notice of the rent determination.

1. Flat Rents. The Flat rent is an amount charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy
The Authority must use a reasonable method and keep records that document this method to determine the amount of Flat rent.
The Authority must show it determines Flat rents in accordance with its method and will document Flat rents offered to families.
2. Tenant Rent. Tenant rent means the rent charged a resident for the use of the dwelling accommodation and equipment (such as ranges and refrigerators, but not including furniture), service and reasonable amounts of utilities determined in accordance with B.M.H.A.'s Schedule of Allowances For

Utilities (Appendix 1) supplied by the Community. Tenant rent does not include charges for utility consumption in excess of B.M.H.A.'s Schedule of Allowance for utility consumption, or other miscellaneous charges.

3. Total Tenant Payment. Total tenant payment means resident rent plus B.M.H.A.'s estimate of the cost to the resident of reasonable quantities of utilities determined in accordance with B.M.H.A.'s Schedule of Allowances for such utilities, where such utilities are purchased by the resident and not included in the resident rent.
4. The minimum rent for BMHA's Public Housing Program shall be -0-.
5. Tenant may be required to pay retroactive rent. Retroactive rent is rent owed by the tenant to the Authority resulting from, among other things, tenant's failure to provide adequate documentation, failure to report changes in a timely manner; misrepresentation of income or family circumstances to the Authority. Except as otherwise provided by the Admissions and Occupancy Policy, tenant shall pay the full amount of the retroactive rent or enter into a repayment agreement with the Authority per the conditions as set forth in the Leasing and Occupancy Policy, Appendix J. Tenant's failure to timely pay retroactive rent shall constitute "non-payment of rent" and, in such cases, the Authority shall have the right to terminate this lease and obtain possession of the premises pursuant to available legal remedies.

C. ALLOWANCE FOR RESIDENT PURCHASED UTILITIES

Periodically revised and approved utility allowance amounts will be deducted from total tenant payment to arrive at the resident rent for residents who purchase all or part of their utilities from a public utility company. (See Appendix E) for currently approved allowances.)

The Authority will not pay a utility reimbursement for a family that has chosen to pay a Flat rent for their home.

D. ELIGIBILITY FOR CONTINUED OCCUPANCY

As determined by Federal Regulations, the resident's family income will be re-examined to determine the resident's rent and eligibility. Such reexamination will occur at least once each year, but may be scheduled more often if circumstances necessitate. To be eligible for continued occupancy, the resident must also constitute a family as defined in Section 1, or be the remaining adult member of a resident family. Re-examination is a legal requirement and failure to comply with the Authority's re-exam requirements and failure to complete a re-examination by the end of a resident's scheduled re-examination period is grounds for lease termination.

COMMUNITY SERVICE AND SELF-SUFFICIENCY

Under H.U.D. Rule 960.601 - 960.609, Section 512 of the 1998 Act Amending Section 12 of the 1937 Act, as a condition of continued occupancy, all adult tenants are required to complete a minimum of eight (8) hours of community Service per month.

Community Service is defined as the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self sufficiency or increase resident self-responsibility in the community.

Community Service is not employment and may not include political activity.

An exempt individual is and adult who:

1. Is 62 years of age or older;
2. Is a blind or disabled individual according to the Social Security Act definition, who certifies that because of this disability, he or she is unable to comply or is a primary caretaker of such individual;
3. Is engaged in work activities;
4. Meets the requirements for being exempt from having to engage in a work activity under the State program under part A of title IV of the Social Security Act or under any other welfare program of the state in which the PHA is located including a state-administered welfare to work program or
5. Is a member of a family receiving assistance benefits or services under a state program funded under title IV of the Social Security Act.

Except for any family member who is an exempt individual, each adult resident of this Housing Authority must (1) contribute 8 hours per month of community service (not including political activities) or (2) participate in an economic self-sufficiency program for 8 hours per month' or (3) perform 8 hours per month of combined activities as described in (1) and (2) of this paragraph.

Compliance in all other areas will automatically renew the dwelling lease agreement between the family and the Authority, however, violation of this community service requirement is grounds for non-renewal of the lease, to be determined at the time of annual re-certification.

Community service may be performed at any qualified organization, resident organization, community agency or institution. The agency

must be willing to provide the Authority with third-party verification of community service.

Failure to complete a total of 96 hours of community service, per adult per year will be determined at the time of re-certification.

The family will be advised that is has not met requirements and will be given until the next re-certification to complete that year's requirements plus those missed from the previous year.

Any family found not in compliance must either provide proof that the non-complying family member no longer resides in the dwelling or be subject to eviction for cause as defined in the dwelling lease agreement.

At no time shall the PHA substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by employees or replace a job at any location where residents perform activities to satisfy the service requirement.

**E. INCOME BASED RENT REVIEWS – APPLICABLE FOR ALL
BMHA SITES**

1. Rent is set at the time of the unit offering. Once rent is established, such rent shall remain in effect until the next scheduled re-examination date (community based re-exam schedule, see attached Appendix F) or until circumstances occur that warrant a rent change. Anytime any of the following circumstances occur, the family shall, within 10 business days of occurrence, report the change in circumstances, and the rent and income will be reviewed and rent adjusted in accordance with the guidelines for computing total tenant payment:
 - a. New and/or increased/decreased income or changes of sources thereof (income verifications are not to be more than 120 days old);
 - b. If pre-scheduled at the time of admission or regular re-examination.
 - c. If a change of Lessee and or other adult family composition is desired, prior application must be made with the Leasing and Occupancy Department. On completion of applicant screening, verification and orientation, applicant to be added to the household and the head of household will be notified in writing of the requirement to within ten (10) business days, make an appointment with the Leasing Director or designee to sign all required documents and lease addenda.
 - d. If family can show a change in circumstances which would justify a reduction in rent pursuant to the

procedure for computing rents of such other circumstances as would create a hardship situation. Required verification must be received no later than the 23rd of the month to affect the payment change for the next month. Any family receiving a rent decrease must thereafter report all increases in family income;

F. FLAT RENT REVIEWS - APPLICABLE FOR ALL BMHA SITES

1. Flat rent may be chosen at the time of the family unit offering. Once rent is established, such rent shall remain in effect until the fourth anniversary of the scheduled re-examination date (community-based re-exam schedule, see attached Appendix F).
 - a. Neither new nor increased/decreased income nor changes in sources thereof are required to be reported until the scheduled re-exam.
 - b. If a change of Lessee and or other adult family composition is desired, prior application must be made with the Leasing and Occupancy Department.
 - c. On completion of applicant screening, verification and orientation, applicant to be added to the household and adult household members (18 years and older) will be notified in writing of the requirement to within ten (10) business days, make an appointment with the Leasing Director or designee to sign all required documents and lease addenda.
 - d. Within ten (10) business days of the date of the occurrence, all other family composition changes must be reported by written verification.

If the flat rent is chosen and a hardship occurs, the family will immediately, upon verification of hardship, be permitted to pay the income based rent if it is the lesser amount. Notification of financial hardship must be received from the tenant in the Authority office within ten (10) business days of the date of the actual occurrence that caused the hardship. Further, if hardship is to be established resulting in a rent reduction for the following month, all related documents of verification must be received no later than close of business (4:29 P.M.) on the 23rd day of each month. Hardship includes:

1. Decrease in family income because of changed circumstances, loss of or reduction of employment including temporary employment; family death and reduction in or loss of income of other assistance **except Department of Human Services Sanctions.**

2. Increase because of changed circumstances, in the family's expenses, medical costs, child care, transportation, education or similar items.

Note: Once the switch from flat rent to income-based rent occurs, the tenant is not eligible to return to the flat rent option until the next re-certification anniversary. For the purpose of comparison, a calculation of the prospective income-based rent will be provided at the tenant's request.

FLAT RENT COMPLIANCE

Flat Rents are subject to change and shall, for the purpose of compliance, compare with "Home Program Fair Market Rents" published annually for the State of Ohio, cities of Hamilton and Middletown by the Department of Housing and Urban Development.

The following Flat/Fair Market Rents are hereby established and will remain in effect until the above-references is revised by the Department of Housing and Urban Development:

0-Bedroom	\$318.	1-Bedroom	\$453.	2-Bedroom	\$580.
3-Bedroom	\$725.	4-Bedroom	\$812.	5-Bedroom	\$933.

Flat rent schedule increases as a result of HUD revision will become effective on the first re-exam following the expiration of the 3-year interim period.

Increases in rent resulting from the revisions will be effective the first (1st) day of the second (2nd) month following the re-certification anniversary date.

V. VERIFICATION OF STATEMENTS AND INCOME

A. STATEMENTS REGARDING INCOME, FAMILY COMPOSITION. ASSETS AND DEDUCTIONS:

Applicants and tenants shall be required to furnish proof of their statements when required by Management to reasonably assure accuracy. Management requires applicant or resident to sign a release of information form authorizing parties, designated by the applicant or resident, that could prove such statements, to release same to B.M.H.A. This release provides the Authority with a method of obtaining a third party verification of income and other statements required of the applicant and tenant. Third party verification is the preferred method of verification of income and other statements of the applicant/tenant and is required unless it is determined by the Authority that it either cannot be obtained or it cannot be obtained through reasonable means and in a timely manner. It is the responsibility of the applicant/tenant to provide the written requested verification supporting income changes.

1. All earned income shall be verified and documented in the tenant's file at the time of admission or annual or interim re-examination through employers, W-2 forms, check stubs, or other means to assure accuracy.
2. Unearned incomes shall be verified by viewing check, certificates of award, or other means to assure accuracy, and copies placed in tenant's file. Any checks reproduced shall have "Copy" written across face, excluding U.S. Government issued checks.
3. Self-employment income shall be verified by a profit and loss statement prepared by an independent accountant or by a copy of the income tax form filed with Internal Revenue Service. The Authority shall verify self-employment income by obtaining a release from the applicant to obtain a copy of their previous years income tax return from IRS.
4. Third party written verification will be obtained in all cases for verification of income, child care payments, or any situation which may affect the setting of the family's rent accurately.
5. All adults (18 and over) shall be questioned for income or the lack thereof. A notarized statement shall be required for all adults without income. Families or individuals without income will be reviewed monthly until such time as a stable source of income is established
6. All students over 18 year of age must provide written verification of full- time student status on forms provided by BMHA. Verification must include the total amount of grants and scholarships before a dependent deduction is given.
7. Applicants shall sign for Authority submission to the I.R.S. Form 4506 "Transcript of Tax" form.

B. STATEMENTS REGARDING HANDICAP/DISABILITY STATUS:

Where Applicants seek admission based on their eligibility or qualification for preference or priority because of their handicap or disability status shall be required to verify same. This verification is required for individuals under the age of 62 or individuals seeking housing in units specifically designed for the physically handicapped/disabled. In this instance, the Authority shall verify through third party:

- an identification of the type of physical or mental impairment,
- whether it is expected to be of a long, continued, and indefinite duration,
- whether it substantially impedes the persons ability to live independently, and
- whether the impairment could be improved by more suitable housing conditions.
- specific requests of reasonable accommodation of the

disability.

Third party verification may include letters regarding qualifications for SSI payments, proof of residency in an institution, a document showing hospitalization for a disability. A doctors certification may be voluntarily submitted by the applicant but will not be required by the Authority unless no other available evidence to establish eligibility on the basis of handicap/disability is provided. It should be noted that receipt of a disability check from the Veterans Administration, Social Security or a State or other agency or institution is not in itself validation of a handicap status, but only verifies the source of income.

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.

Sources of information 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.

Certification by applicants, upon move-in, annual review and at the time of a transfer to another unit within the Authority, will normally be considered sufficient verification of family composition, assets, and residence. Certification is provided by the applicant's signature on the relevant documents by the Authority (dwelling lease or application).

C. PREFERENCE VERIFICATION:

1. Involuntary Displacement: Displacement status must be verified in writing by the Public Agency displacing the family or the present landlord evicting the family for cause beyond the family's control. Where displacement is the result of threatened or actual physical violence, the displacement must be documented by local police reports and or statements from clergy persons, physicians, or court of competent jurisdiction, other social service agencies and public or private facilities providing counseling on domestic violence.
2. Rent Burden: Paying more than 50% of income for rent must be verified by showing proof of actual monthly rent and utilities. This would include, copies of actual utility bills or utility record supplied by the utility supplier, copies of executed leases, copies of cancelled checks or money order receipts (carbons)

- or third party rent verification on the Authority's landlord verification form.
3. Substandard Housing: Applicant must provide certification by governmental agency or present landlord that the unit meets the definition of substandard housing as defined in these policies and/or by HUD regulations, or a certification on BMHA form by police or social service agency/shelter facility that the family is homeless.
 4. Residency: Residency may be verified through proof of address, i.e. driver's license, lease or verification from landlord, proof of receipt of mailing, voter registration card, or other means acceptable to the Authority.
For residents residing out of the jurisdiction but who work in or go to school in the jurisdiction shall verify through third party verification from employer or school.
 5. Emergency Housing: Verification of emergency housing status shall be from a fire department report regarding fire, homeless shelter, police report, a duly recognized social service agency or other means acceptable to the Authority.
 6. Working Families: Third party proof of employment or disability to the extent that the person is deemed employable in the traditional sense.
 7. Families of Servicemen or Veterans: third party verification through the Veterans Administration.
 8. Establish a Second Household: Birth records, or other means acceptable to the Authority.
 9. Employees of the Authority: Verification is only required at the discretion of the Authority.
 10. Transfers: See section of this policy regarding transfers.

VI. LEASING

A. DWELLING LEASE:

Prior to admission, a BMHA Dwelling Lease (See Appendix G) shall be signed by the head of household (and or spouse or co-head if applicable) and any other adult member of the household executed by a designated BMHA representative. Lease signers become responsible for the family; legally and morally responsible for the household; and are actually looked to and held accountable for all household needs and obligations. Applicant must provide proof of established utility service at time of lease execution.

B. SECURITY DEPOSIT

Each lease shall include a requirement that a resident make a Security Deposit as shown in Appendix G to cover the replacement cost of removable articles and damage to property (reasonable wear and tear excepted), other charges and/or any unpaid rent.

C. EXECUTION OF LEASE AGREEMENT

1. The head of household and/or spouse (if applicable) shall be required to execute a lease agreement prior to actual admission. One copy of the lease is to be given to the lessee and the original shall be retained by the B.M.H.A. at the Central Office. At lease execution, the family is requested to stipulate a contact person to be reached in case of emergency. The family must also assign a guarantor to fulfill the tenant's responsibilities in vacating the unit in the case of an emergency condition.
2. If, through any cause, the signer(s) of the lease ceases to be a member of the resident family, a lease or lease addendum is executed and signed by a responsible remaining member of the family, provided the family is eligible for continued occupancy. If the absent adult member does not remove his/herself from the lease, the PHA must receive acceptable proof that the member is no longer present in the household to remove the member and any incomes of the absent member. (i.e. restraining order, proof of incarceration, divorce decree, college enrollment, admittance to a care facility, enrollment in armed forces, etc.)
3. If a resident family transfers to a different dwelling in the same or another low-rent community, operated by B.M.H.A., the existing lease shall be cancelled and a new lease executed for the dwelling into which the family is to move. The new lease shall be signed by the head of the household and/or spouse if applicable.
4. Promptly upon completion of any re-examination indicating a change of family income (or status) which will affect the rent charge, the Management shall provide a written "Notice of Rent" to the resident showing the change in monthly rent, if any, as a result of such re-examination, and the resident agrees to accept such "Notice of Rent" as an amendment to the lease.
5. The lease is to be current at all times and must be compatible with Authority policies, as well as State and Federal law.
6. Notices of rent adjustments which are issued to amend the Dwelling Lease need only be executed by the Authority's approved representative.
7. The lease is attached to these policies and any conflict in language between the lease in this policy, the language of the policy shall take precedence.

D. BMHA PET POLICY

Reasons for modifications:

The United States Congress has passed legislation prohibiting the owner or manager of federally assisted housing for the elderly or handicapped from preventing the ownership and keeping of common household pets by the

tenants of such housing. In order to conform with such legislation, this pet policy is adopted.

The rules and Regulations of the Butler Metropolitan Housing Authority are hereby amended as follows:

- a. Only one common household pet such as a dog or cat or bird (in a cage) or fish (in an aquarium no larger than 20 gallons) may be kept.
- b. The tenant must provide the Leasing Director with evidence of all pet vaccinations required by applicable law or ordinance. Pets must always wear a current license and rabies tag with a tag stating owner's name, address and phone number.
- c. Female cats and dogs must be spayed prior to being placed in the tenant's dwelling unit. Evidence of procedure must be provided to the Leasing Director.
- d. Any extermination cost incurred by the Butler Metropolitan Housing Authority as the result of a pet with fleas, ticks and other animal related pests will be charged to tenant.
- e. No pet's mature growth shall exceed fifteen inches (15") in height, measured from ground to shoulder.
- f. No guests are allowed to bring pets on Community premises.
- g. Tenants are not permitted to "pet sit" or house a pet without first fully complying with all rules set forth herein.
- h. Pets shall not be permitted in any common areas within the building except when directly leaving or entering the building. Pets must be on a leash controlled by an adult when outside the dwelling unit and must be secured or caged inside the dwelling unit when Butler Metropolitan Housing Authority's employees or contractors are present.
- i. Before acquiring a pet, the tenant must provide the Leasing Director, in writing, with the name of the adult(s) who will be responsible for the care of the tenant's pet in case of the tenant's illness, hospitalization or other emergency.
- j. The tenant shall be responsible for immediately disposing of all animal waste. The tenant shall pick up and dispose of all animal droppings in accordance with the following:
 1. Wastes must be placed in a plastic bag, tightly secured and deposited in an outside dumpster. At no time will pet waste be placed in trash chutes.
 2. Tenants owning a cat must provide a litter box to be cleaned on a regular basis. Litter box and contents must be placed in a plastic bag, tightly secured and deposited in an outside dumpster. At no time will pet waste be placed in trash chutes.
- k. The Butler Metropolitan Housing Authority reserves the right to have the pet removed from the housing unit when the pet is determined to constitute a nuisance or a threat to the health or safety of the other

- occupants or pets in the Community or if the tenant refuses to abide by the pet policy.
- I. A refundable \$100.00 deposit per animal is required to cover costs of potential pet damage. When pet is no longer residing with the tenant, the tenant may request a refund of the pet deposit by notifying the Chief Leasing and Occupancy Officer. When the removal of such pet is verified, the tenant is eligible for the refund. No pet deposit is required for fish or service animal.
 - m. Tenant will annually, at the scheduled re-certification, provide:
 1. Proof that pet shots and license are current.
 2. Updated information on person who will care for the animal if tenant is unable.

Service Animal:

Exceptions to this pet policy will be made for a service animal – meaning any guide dog, signal dog, or other animal trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired vision, alerting individuals with impaired hearing to intruders and sounds, pulling a wheelchair, or fetching dropped items.

A Service Animal could also include any common household pet determined by a third party to contribute to the emotional or physical well being of a resident with a disability.

E. PAYMENT TO THE AUTHORITY

1. In accordance with the terms of the lease, rent payments are due and payable on the first day of each month. A late fee of \$10.00 per month shall be assessed for any rent payment received after the 10th day of the month. Payments must be made by personal check (after 1st payment) or money order only. **NO CASH WILL BE ACCEPTED. NO PARTIAL RENT PAYMENTS WILL BE ACCEPTED.** The payment amount is noted on the lease or an addendum thereto. Should a personal check be returned (excluding an error of the financial institution) no personal checks will be accepted in the future. A returned check charge shall be assessed in the amount of \$10.00. Third party checks shall not be accepted. A flat rent schedule is attached as Appendix D and a Utility Allowance Schedule for units where the resident has payment of utility responsibility is attached in Appendix E.
2. In accordance with the terms of the lease the resident may be charged an amount for excess usage of the utilities where the Authority provides the utilities. In addition, the resident may be charged for services provided by the Authority at a rate and/or amount as noted in Appendix I attached hereto.

3. When there is a casualty loss which is tenant caused (fire, water, etc.), the family shall be responsible to repay the Authority for the amount of the insurance deductible.

VII. DEFINITION OF INCOME

Definitions of income as used by B.M.H.A. shall be as follows:

A. TOTAL FAMILY INCOME (ANNUAL INCOME)

Total Family Income means income from all sources of 1) head of household (2) spouse, partner or co-head (3) each additional member residing in the household

1. Total family income includes, but is not limited to all monies anticipated to be received during the twelve months following admission or re-examination of family income; it shall include that portion of the available income of the head of the household or spouse who is temporarily absent from the household.
 - a. The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services;
 - b. Net income from operation of a business or profession.
 - c. Interest, dividends, and 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 from real or personal property). Where the family has net family assets (excluding the value of necessary items of personal property such as furniture and automobiles) 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 received from Social Security, annuities, periodic payments from insurance policies, retirement funds, pensions, benefits for disability or death, and other similar types of periodic receipts, including lump sum payment for the delayed start of a periodic payment (excluding social security or supplemental social security).
 - e. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, worker's compensation and severance pay.
 - f. Welfare assistance payments.

10. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.
11. Payments received by participants in other publicly assisted programs as reimbursement for out-of-pocket expenses incurred (special equipment, clothing, transportation, reimbursement for child care, and so forth, which are made solely to allow participation in a specific program and cannot be used for other purposes)
12. Payments to disabled persons pursuing a Plan for Achieving Self-Support (PASS) - received under HHS and encouraged by SSI program. These are disregarded by SSI for a limited time.
13. Temporary, non recurring income (including gifts);
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility as may be published in the Federal Register (i.e. Job Training partnership Act, HEAP, Food Stamps, lump sum or delayed start up payments from Social Security and Supplemental Social Security, etc.)
15. Other Federally mandated exclusions:
 - a. Payments under the Alaska Native Claims Settlement Act.
 - b. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes.
 - c. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 - d. The first \$2,000 of awards received from judgment funds awarded by the Indian claims.
 - e. Payments received from programs funded under Title V of the Older Americans Act of 1965.

Qualifying 5.609(c)(13) Federal, State or Local
Employment Training Programs

1. For Public Housing only
2. Replaced by Mandatory Earned Income Disregard effective 10/1/99
Current families may continue as long as they would have qualified by 9/30/99.
3. Annual income does not include incremental earnings and benefits resulting to any family member from participation in an employment training program.

4. After completion of the training program, incremental earnings and benefits to the family member will be excluded for 18 months after the family member secures the first job.

"Incremental" is the increase between the total amount of welfare and earnings of a family member prior to enrollment in the training program and welfare and earnings of a family member, during enrollment in the training program, and 18 months after he or she secures the first job.

16. Qualifying Training Program Exclusions:

- A. This Federal, State or Local government training program, 5.609(c)(13) is the 18 month exclusion, which runs continuously from the date the first job begins, the person switched to a second job, or if there was a break in employment. If there was a break in employment, any other income the person has during the break would be counted. The income exclusions can apply to more than one member of a family if more than one member is enrolled in an employment training program.

Qualifying Program must:

1. Be a program providing employment training and supportive services.

Supportive services must include at least one of the following: child care; transportation; personal welfare counseling; health care services; or youth leadership skills or mentoring. See PIH 98-2(PHA) for a more detailed discussion on supportive services.

2. Be authorized by a Federal, State or local law.
3. Be funded by the Federal, State or local government.
4. Be operated by a public agency
5. Have as its objective to assist participants in acquiring employment skills.

6. Exclusions can be effective for different family members in different programs for different time periods.
 7. The initial job must commence no later than six (6) months following completion of the qualified training program.
- B. HUD-funded Training Programs
1. The full amount of income will be excluded if a resident is enrolled in a training program funded by HUD.
 2. See CFR 5.609(c)(8)(I) and PIH 98-2(HA) for full definition of a HUD-funded training program.
 3. The PHA will determine after the training is completed and when the family member gets the first job, whether the HUD-funded training program qualifies under 5.609(c)(13).

If so, the 18-month exclusion would then apply; Qualifying 5.609(c)(8)(v) State or Local Employment Training Programs require that:

1. Annual income does **NOT** include incremental earnings and benefits resulting to any family member from participation in an employment training program, defined in CFR 5.609(c)(8)(v).
 - a. After completion of the training program, the exclusion ends.
 - b. "Incremental" is the increase between the total amount of welfare and earnings of a family member prior to enrollment in the training program and welfare and earnings of a family member after enrollment in the training program. All other amounts are treated in the usual manner.
2. Training Program:
A learning process with goals and objectives, taking place in a series of sessions over a period of time.

C. MANDATORY EARNED INCOME
EXCLUSIONS

Effective for resident families as they are re-certified on or after October 1, 1999. The

following are disallowed in the determination of income for the purpose of establishing income-based rents after admission to the Public Housing Program; (these are not disallowed for the purpose of determining income eligibility, income targeting or for admission:

1. Earned income of a tenant who has been previously unemployed for a period of one (1) year,
2. Earnings of tenant family members during participation in a self-sufficiency or job training program,
3. Earnings of a tenant family member who within the immediate previous six (6) months received legitimate temporary assistance for needy families from any state agency totaling \$500 or more.

During the first 12 months after commencement of employment of a tenant family member, the PHA will disallow the incremental increase in that family member's income as a result of employment.

At the first re-certification following the end of the first period of the income disallowance, the PHA will disallow 50% of the total earned income incremental increase of that family member.

At the second re-certification following the initial 12-month period, earnings of that family member will be counted as income.

The amount of the incremental increase in income is calculated by comparing the amount of the family member's income before starting qualifying employment to the amount of income after beginning the employment. Pre-employment amount is subtracted from the employment amount and the difference is the amount subject to being disregarded. Each family member is limited to the following:

1. One (1) forty-eight month period from the beginning of the first month after starting the qualifying employment and
2. During this forty-eight month period, for a maximum of twelve (12) months, 50

percent of the incremental increase is disregarded.

3. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period.
4. Each qualifying family member is only entitled to a total of twelve (12) months of each disallowance.

Exception: Public Housing Residents who are hired by the PHA or Resident Organization are not eligible for Earned Income Exclusions.

While this new 12-month disallowance replaces current 5.609(c)(13), the 18 month earned income disregard, current families may continue with the 18-month disregard as long as they would have qualified under the old rule by September 30, 1999.

Although rent increases do not take effect, all actual changes in family income will be recorded in the data system.

Income Exclusions Related to Training

SOURCE	AMOUNT EXCLUDED FOR PUBLIC HOUSING
5.609(C)(6) - Student Financial Assistance	All
5.609(c)(8)(i) - Training Programs Funded by HUD (e.g., PFS, Sec. 8 Admin. Fee, Development and Modernization, CDBG)	All
5.609(c)(8)(ii) - Amounts set aside in SSI's "Plan to Attain Self-Sufficiency" (PASS)	All
5.609(c)(8)(iii) - Publicly Assisted Program Reimbursement of out-of-pocket expenses incurred	All
5.609(c)(8)(v) - State or local employment training program - must have clearly defined goals and objectives	Incremental (and only for the period of time during participation in the employment training program)

SOURCE	EXCLUSION
5.609(c)(11) - Earnings of Full Time Students 18 years of age or older (excluding head of household and spouse)	Amounts in excess of \$480.00
5.609(c)(13) - A training program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law. - Authorized/funded by Fed/State/Local law - Operated or administered by public agency - Objective is to assist participants in acquiring employment skills	Incremental increase during training program plus 18 months from date of 1st job after completion of the training program that is not funded by public assistance under 1937 Act
5.609(c)(17) - Amounts excluded by any other Federal statute, e.g., payments received under: - JTPA (in whole or in part) - Domestic Volunteer Services Act of 1973 - Title V of the Older Americans Act of 1965 - AmeriCorps, Temporary Census Workers	All

INCOME CHANGES FROM WELFARE PROGRAM

- * Families will not have their rent reduced if welfare assistance reduced due to:
 - fraud
 - failure to participate in economic self sufficiency program
 - failure to comply with work activities requirement
- * Rent amount will be imputed based on previous assistance payments. This provision is not applicable if the welfare reduction results from:
 - the expiration of a lifetime limit on receiving benefits;
 - when a family has sought but cannot find employment; or
 - the family has complied with welfare program requirements but loses welfare because of a durational time limit.
- * PHA will verify circumstances with welfare department that family's benefits were reduced because of noncompliance or fraud
- * PHA will notify family of administrative review through Grievance Procedure.

B. ADJUSTED INCOME

Adjusted income (the net income on which rent is to be based, for purposes of administering the 30 percent statutory maximum limitations on rent) means total family income less the following:

1. A deduction for extraordinary medical expenses including medical insurance premiums for any elderly, disabled or handicapped family, defined for this purpose to mean medical expenses in excess of three percent of total family income, where not compensated for or covered by insurance.
2. A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which the Annual Income is computed . This may be used only when determined to be necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall not exceed the amount of income received by the family member released for employment if employment is the reason for the deduction and such expenses are not reimbursed. The age of the dependent may be increased due to the mental handicap of the dependent.
3. An exemption of \$480 (\$550 after approval of implementing regulations by HUD and allocations by Congress) for each member of the family residing in the household (other than the head or spouse) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped or a full-time student. Families maintaining a minor under a custody or joint custody arrangement shall be, provided the full deduction.
4. An exemption of \$400 when the head or spouse is elderly, disabled, or handicapped.

VIII. TERMINATION OF LEASE AGREEMENT

Termination of Lease Agreement is to be in accordance with the provisions of Section 14 of the Dwelling Lease, form attached (Appendix G). The unit is to be used solely as a residence, but upon the approval of the executive director a legal profit making activity may be established.

IX. DEFINITION OF TERMS

1. **ADULT** - A person eighteen (18) years of age or older or an emancipated minor.
2. **ANNUAL INCOME** - (See Secretary's Definition, Section X – B.)
3. **APPLICANT** - A person who applies to B.M.H.A. for rental housing.
4. **AREA OF OPERATION OF B.M.H.A.** - All of Butler County except Reily Township.
5. **ASSETS** - Assets are defined as stock and bonds, real estate, and bank accounts or other investments. Personal property such as automobiles, furniture, etc., are not considered assets for this purpose.
6. **BMHA** - Butler Metropolitan Housing Authority.
7. **BROAD RANGE OF INCOME** - Incomes of tenants which is representative of the income distribution of eligible families in Butler County.
8. **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 be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for child care providing that the child care is necessary to permit employment. The amount deducted shall not exceed the amount of income received from such employment. The age of the dependent may be increased due to the mental handicap of the dependent.
9. **DECENT, SAFE, SANITARY HOUSING** - for housing to be considered as such, the following performance requirements are to be met.
 - a. The dwelling unit shall include its own sanitary facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - b. The dwelling unit shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and

- refuse, including facilities for temporary storage where necessary.
- c. The dwelling unit shall afford the family adequate living space.
 - d. The dwelling unit shall have and be capable of maintaining a thermal environment healthy for the human body.
 - e. Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and comfort of occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire.
 - f. The dwelling unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment. .
 - g. The dwelling shall be free of pollutants in the air at levels which threaten the health of the occupants.
 - h. The water supply shall be free from contamination.
 - i. The dwelling unit shall be in compliance with HUD Lead Based Paint regulations, 24 CFR, Part 35, 905, 965 and 968 issued pursuant to the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4801, and the Owner shall provide a certification that the dwelling is in accordance with such HUD Regulations.
If the property was constructed prior to 1978, the family upon occupancy shall have been furnished the notice required by HUD Lead Based Paint regulations and procedures regarding the hazards of lead based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning.
 - j. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties.
 - k. The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants.
10. **DEPENDENT** - A person who is under eighteen (18) years of age, or who is 18 years of age or older and is disabled, handicapped, or a full- time student living with parent or legal guardian.
11. **DISABLED** - disabled person is defined from the following two acts: (A) Section 223 of the Social Security Act and (b)

Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970.

- a. 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 12 months; or
In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416 (i) (1), 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.
 - b. A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary (of Health, Education, and Welfare) 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, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.
12. **DISPLACED PERSON (INVOLUNTARILY)-** A person is considered displaced if they have vacated or must vacate their units due to a disaster that makes the unit uninhabitable, governmental action, action by an owner that is beyond the person's control or ability to prevent, or because of domestic violence (actual or threatened), to avoid reprisal, to avoid hate crimes or due to the inaccessibility of the unit.
13. **ELDERLY FAMILY** - A family whose head or spouse or whose sole member is at least sixty-two years of age, or disabled as herein defined or handicapped as herein defined, 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.
14. **FAMILY** - one or more individuals (who have not attained the age of 18 years) being domiciled with a parent or another person having legal custody of such individual or individuals; or the designee of such parents or person having custody with written permission of such parent or other person. The definition of family shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

In the ordinary and primary sense, the fundamental social unit in a society comprising husband and/or wife, children, and live-in aide. In addition to this group of two or more related persons, the family may include foster children and members of the family temporarily absent and two persons of the opposite sex sharing living quarters in what constitutes a stable family relationship, providing neither person is legally married. However, with respect to single persons, such definition shall include only an elderly family, as herein defined or a displaced person as herein defined or the remaining member of a resident family (in all cases the head of household must be eighteen years of age or be emancipated in accordance with the laws of the State of Ohio)

15. **LOCAL PREFERENCE** - -The preferences for housing applicants determined by the Authority.
16. **FULL-TIME STUDENT** - Full-time student means a person who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended.
17. **HANDICAPPED PERSON** - a person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions.
18. **HEAD OF HOUSEHOLD** - A responsible member of the family who is legally and morally responsible for the group and who is actually looked to and held accountable for the family's needs.
19. **HOMELESS** - Any individual who: 1) lacks fixed, regular and adequate night time residence. 2) who has a primary night-time residence that is a supervised, public or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing). 3) an institution that provides temporary residence for individuals intended to be institutionalized, or 4) public or private place not designated or normal used as regular sleeping place for humans.
20. **H.U.D.** - U.S. Department of Housing and Urban Development.
21. **LEASE** - The approved contract by which B.M.H.A. conveys apartment and equipment for a specified term and a specified rent.
22. **LIVE-IN AIDE** - A person determined to be essential to the care and support of a tenant who is elderly, disabled, or handicapped. The aide must reside with the tenant but must not be obligated for his/her support. Aide must be someone

- who ordinarily would not be living in the unit except to provide necessary supportive services. Relatives are not automatically excluded. The relative must meet the requirements stated above to qualify.
23. **LOWER INCOME FAMILIES** - A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.
24. **MEDICAL EXPENSES** - Those medical costs including medical ' insurance premiums that are anticipated during the period for which Annual Income is computed and that are not covered by insurance.
25. **MINOR** - A person less than eighteen (18) years of age.
26. **MINORITY** - Minorities include:
- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race)
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliation through membership and participation or community identification).
27. **MILITARY OR NAVAL SERVICE OF THE UNITED STATES** Means only the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 20, 1945, the Commissioned Corps of the United States Public Health Service. Such service does not include Merchant Marine, Red Cross, or any other organization not actually a part of the military or naval service of the United States.
28. **MONTHLY ADJUSTED INCOME** - One twelfth of adjusted income.
29. **MONTHLY INCOME** - One twelfth of Annual Income.
30. **PROOF OF STATEMENTS** - In verifying documents, copies, or a notation by a B.M.H.A. employee which would include (1) third party verification (the preferred method) through an employer or public agency, (2) review of documentation

- provided by the family such as Benefit Checks, Income Tax Return, W-2 Forms, etc. (any copy made of checks shall have "copy" written across the face) and (3) Savings and Checking Account Bank books, Local Government Assessed Property Values.
31. **RENT** - Rent means total resident payment as defined in this section.
32. **SECURITY DEPOSIT** - A deposit made by the resident to cover the cost of unreturned keys and removable articles, damage to property (reasonable wear and tear excepted) other charges and/or any unpaid rent upon termination of the lease.
33. **SPOUSE** - Spouse means the husband or wife of the head of household.
34. **SUB-STANDARD HOUSING** - Any housing that lacks any of the performance requirements of decent, safe and sanitary housing, including the following: 1) unit is dilapidated, i.e., does not provide safe and adequate shelter and endangers the health, safety or well-being of family; or has one or more critical defects or combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. 2) No operable indoor plumbing. 3) no usable flush toilet inside unit for exclusive use of family. 4) no useable bathtub/shower inside unit for exclusive use of family. 5) no electricity or inadequate/unsafe electrical services. 6) no safe/adequate source of heat. 7) should have kitchen, but doesn't; and 8) declared unfit for habitation by government or is homeless.
a. dwelling that contains fewer bedrooms than would accommodate a maximum of 2 persons per bedroom.
35. **RESIDENT** - One who has leased an apartment and equipment from the Butler Metropolitan Housing Authority.
36. **TEMPORARILY OUT OF HOUSEHOLD** - a member of a family will be considered temporarily out of the household if documented proof is provided that the member will be out of the household no longer than 120 days. Consideration will be given for absences that exceed 120 days due to medical convalescence.
37. **TENANT RENT** - Tenant rent means the rent charged a resident for the use of the dwelling accommodation and equipment (such as Authority owned and supplied ranges and refrigerators, but not including furniture or resident owned appliances), services, and reasonable amounts of utilities determined in accordance with the PHA's schedule of allowances for utilities supplied by the community. Resident

- rent does not include charges for utility consumption in excess of BMHA's schedule of allowances for utility consumption.
38. **TOTAL TENANT PAYMENT** - Total Tenant Payment means resident rent plus the PHA's estimate of the cost of the resident of reasonable quantities of utilities determined in accordance with the BMHA's schedule of allowances for such utilities, where such utilities are purchased by the resident and not included in the resident rent.
 39. **UTILITIES** - Utilities means water, electricity, gas, other heating cost, refrigeration and fuels, trash collection and sewage services. Telephone service is not included as a utility.
 40. **VERY LOW-INCOME FAMILY** - Very low-income family means a family whose total family income does not exceed 50 percent of the median total family income for the area, with adjustments for smaller and larger families, as determined by HUD.
 41. **VETERAN** - A person who has served in the active military or naval service of the United States and who was discharged or released from there under conditions other than dishonorable. Reserve training is not Veterans preference.

X. SECRETARY'S DEFINITION

- A. ADJUSTED MONTHLY INCOME** - Adjusted Monthly Income means Annual Income less the following deductions and then divided by 12:
 1. A deduction of \$480.00 (\$550 after approval of implementing regulations by HUD and allocations by Congress) for each dependent. Families maintaining a minor under a custody or joint custody arrangement shall be provided the full deduction.
 2. A deduction of \$400.00 for each elderly, disabled or handicapped family.
 3. Medical expenses in excess of three percent of Annual Income for any elderly family. (In non elderly after implementation of regulations by HUD and appropriations by Congress).
 4. Child care expenses.
 5. Handicap Assistance Allowance.
 6. A 10% deduction for earned income and a portion of child support or alimony expenses paid out by family members. (Subject to approval of implementing regulations by HUD and appropriations by Congress.)
- B. ANNUAL INCOME** - Total monies from all sources of (1) the head of the household and spouse, and (2) each additional member residing in the household who is at least eighteen years of age, anticipated to be received during the twelve months following admission or reexamination of family income, exclusive of the income of full-time

students (other than the head or spouse) and income which is temporary, non-recurring or sporadic as defined in this section. Total family income shall include that portion of the income of the head of the household or spouse temporarily absent which, in the determination of B.M.H.A., is (or should be) available to meet the family's needs.

XI. CONFLICTS BETWEEN LEASE AND THE ADMISSION & OCCUPANCY POLICY

The lease is governed by the BMHA's Admission and Occupancy Policy of which the lease is a part . Where there is a conflict between any term of the lease and any term of the BMHA Admission and Occupancy Policy, the Admission and Occupancy Policy shall be controlling.

XII. CHANGES TO THE ADMISSIONS/OCCUPANCY POLICY

Any future changes in the Admissions and Continued Occupancy Policy as executed in order to comply with Federal, State, Local Governments; HUD Regulations; or BMHA requirements, shall be posted for public comment at the Authority's Central office and other Butler Metropolitan Housing public places for a period of thirty (30) days.

APPENDIX A

GRIEVANCE PROCEDURE

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, write HUD a letter or telephone the HUD Hotline. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD:

- *Your name and address
- *The name and address of the person your complaint is against (the respondent)
- *The address or other identification of the housing involved
- *A short description of the alleged violation (the event that caused you to believe your rights were violated)
- *The date(s) of the alleged violation

Where to Write:

Please send your housing discrimination complaint in writing, to the HUD regional office nearest you or to:

Office of Fair Housing and Equal Opportunity
U. S. Department of Housing and Urban Development Room 5204
Washington, D. C. 20410-2000

Where to Call:

If you wish, you may use the toll-free Hotline number: 1-800-669-9777. (In Washington, D. C. call 708-0836).

If You Are Disabled:

HUD also provides:

- *A toll-free TDD phone for the hearing impaired:
1-800-927-9275. (In Washington, D. C. call 700-0886).
- *Interpreters
- *Tapes and Braille materials
- *Assistance in reading and completing forms

**BUTLER METROPOLITAN HOUSING AUTHORITY
GRIEVANCE PROCEDURE
ADMINISTRATIVE EVICTIONS**

The following sets forth the requirements, standards and criteria for the Grievance Procedure ("Grievance Procedure") established and implemented by the Butler Metropolitan Housing Authority.

I. DEFINITIONS

In this Grievance Procedure, the following terms have the meanings specified in this section:

A. COMPLAINANT:

Any Resident (as defined below) whose Grievance is presented to the Authority Central Office in accordance with the requirements presented in this procedure.

B. ELEMENTS OF DUE PROCESS: An eviction action or a termination of tenancy in a state or local court in which the following procedural-safeguards are required:

1. Adequate written notice to the Resident of the grounds for termination, the tenancy and for eviction.
 - a. the Authority shall give a 14 day notice of termination if Resident fails to pay rent on or before the first of the month.
 - b. The Authority shall give a 30 day and/or 3 day notice for all other termination's.
2. Right of the Resident to be represented by counsel;
3. Opportunity for the Resident to refute the evidence presented by the Authority, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have; and
4. A decision on the merits.

C. GRIEVANCE: Any dispute which a Resident may have with respect to Authority action or failure to act in accordance with the individual Resident's lease or Authority regulations which adversely affects the individual Resident's rights, duties, or status.

D. HEARING OFFICER: A person selected in accordance with this Grievance Procedure and 24CFR 966.55 to hear Grievances and render a decision with respect thereto.

E. RESIDENT: The adult person (or persons) (other than a live-in aide): (1) who resides in the dwelling unit, and who executed the lease with the Authority as lessee of the dwelling unit, or, if no such person now resides in the unit; and (2) who resides in the dwelling unit, and

who is the remaining head of the household of the Resident family residing in the dwelling unit.

II. GRIEVANCE PROCEDURE APPLICABILITY

This Grievance Procedure shall apply to all Resident grievances with the following three exceptions:

- A. Because HUD has issued a due process determination that the law of the State of Ohio requires that a Resident be given the opportunity for a hearing in court which provides the basic Elements of Due Process before eviction from the dwelling unit, this Grievance Procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority; or
 - 2. Any drug-related criminal activity on or near such premises.
- B. This Grievance Procedure shall not be applicable to disputes between residents not involving the Authority or to class Grievances. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the Authority's Board of Commissioners.

III. INFORMAL SETTLEMENT OF A GRIEVANCE

Any Grievance shall first be personally presented orally or in writing, to the Authority Central Office five (5) days after the incident giving rise to the Grievance. Grievances received by the Authority's Central Office will be referred to the Chief Leasing & Occupancy Officer.

As soon as the Grievance is received, it will be reviewed by the Chief Leasing & Occupancy Officer of the Authority to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the Grievance. Should one of the exclusions apply, the Complainant will be notified in writing that the matter raised is not subject to the Authority's Grievance Procedure, with the reason therefor.

If neither of the exclusions cited above apply, the Complainant will be contacted within five (5) working days from the date the Authority receives the request to arrange a meeting whereby the Grievance may be discussed informally and settled without a hearing. At the informal hearing the Complainant will present the Grievance and the Chief Leasing and Occupancy Officer or appropriate Authority staff will attempt to settle the Grievance to the satisfaction of both parties.

Within five (5) working days, following the informal discussion, the Authority shall prepare and mail to the Complainant a summary of the informal discussion which specifies the names of the participants, the dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which formal hearing under this procedure may be obtained if the Complaint is not

satisfied. A copy of this summary shall also be placed in the Complainant's file.

GRIEVANCE PROCEDURE FOR FAILURE TO PAY RENT

A conference request form will be attached to any eviction notice issued for failure to pay rent or charges.

Any Request For Conference regarding rent payment or other charges must be presented in writing by the date noted on the conference request form.

Conferences must be completed within 10 business days of request.

Request For Conference will be directed to the Accounting Director.

All forms must note a phone number for a contact to schedule the conference.

Failure on the part of the resident to attend the scheduled conference will result in the Authority's assessment of amounts being considered final.

Failure to request a conference does not affect the complainants right to contest the Authority's decision in a court hearing.

IV. FORMAL GRIEVANCE HEARING PROCEDURES

A. 1. REQUEST FOR A HEARING:

If the Complainant is dissatisfied with the settlement decision resulting from the conference, the Complainant must submit a written request for a hearing to the Authority Central Office no later than five (5) working days after the summary of the conference is received. A receipt signed by the Authority or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. The written request shall specify the reasons for the Grievance and the action of relief sought from the Authority.

2. *ESCROW DEPOSIT.* Before a hearing is scheduled in any grievance involving the amount of rent which the Authority claims is due, the complainant shall pay the BMHA 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 complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. these requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure.

B. FAILURE TO REQUEST A HEARING:

If the Complainant fails to request a hearing within five (5) working days after receiving the summary of the informal hearing, the Authority's decision rendered at the informal hearing becomes final and the Authority is not obligated to offer the Complainant a formal hearing unless the Complainant can show good cause why they failed to proceed in accordance with this procedure. Failure to request a Grievance Hearing does not affect the Complainant's right to contest the Authority's decision in a court hearing.

C. BEFORE THE HEARING IS HELD:

1. Examination of Records. The Complainant may examine all the Authority documents including records and regulations that are directly relevant to the Grievance before the formal hearing is held. The Authority shall make copies available to the Complainant. If the Authority does not make any document available for examination upon request by the Complainant, the Authority may not rely on such document at the Grievance Hearing.
2. Transcript of Hearing. The Complainant or the Authority may arrange, prior to the hearing, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

D. SELECTING THE HEARING OFFICER:

The Authority will provide for the appointment of a Hearing Officer, to be approved by the majority of Residents voting in an election or meeting held for this purpose.

The Hearing Officer shall be an impartial, disinterested person who will conduct the Grievance Hearings.

E. SCHEDULE THE HEARING:

When a Complainant submits a timely request for a formal Grievance Hearing,, the Authority will contact the Hearing Officer within five (5) working days to schedule a hearing convenient for the Authority, Complainant and the Hearing Officer.

A written notification specifying the time, place, and procedures governing the hearing shall be mailed by the Authority to the Complainant and delivered to the appropriate Authority official.

The notice will be mailed to the Complainant, return receipt requested.

F. PROCEDURES GOVERNING THE HEARING:

The following procedures shall govern the formal Grievance Hearing:

1. The hearing shall be held before a Hearing Officer as described above in paragraph D. The Complainant shall be afforded a fair hearing, which shall include:
 - a. The Right to be represented by counsel or other person chosen as the Complainant's representative and to

- have such person make statements on the Complainant's behalf;
 - b. The right to a private hearing unless the Complainant requests a public hearing;
 - c. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by the Authority, and to confront and cross examine all witnesses upon whose testimony or information the Authority relies; and
 - d. A decision based solely and exclusively upon the facts presented at the hearing.
2. The Hearing Officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.
 3. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and, thereafter, the Authority must sustain the burden of justifying the Authority action or failure to act, against which the complaint is directed.
 4. The hearing shall be conducted informally by the Hearing Officer. Oral or documentary evidence pertinent to the facts and, issues raised by the Complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall admit copies of all public records, including police reports, court records, and similar matters deemed public record under section 149.43 of the Ohio Revised Code, without requiring the testimony of the custodian of those records unless the Hearing Officer determines that admission of the public record without the presence of the custodian would be unfair to either party.
 5. The Hearing Officer shall require the Authority, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
 6. The Authority will 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. If the Complainant is visually impaired, any notice to the Complainant which is required under this procedure must be in an accessible format.

G. FAILURE TO APPEAR AT THE HEARING:

If the Complainant or the Authority fails to appear at the scheduled formal Grievance Hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five (5)

working days, or may make a determination that the party has waived their right to a hearing.

Both the Complainant and the Authority shall be notified of the determination including the specific findings of the Hearing Officer. Should the determination involve postponing the hearing, all parties shall be notified of the new hearing date and time. Should the determination be that the Complainant waived their right to a hearing, the Complainant shall be notified of that determination. Such notice shall further disclose to the Complainant that although it has been determined that the Complainant has waived their right to a hearing, such determination does not constitute a waiver of any other rights the Complainant may have to contest the Authority's disposition of the grievance in a court.

H. DECISION OF THE HEARING OFFICE:

1. Written Report. The Hearing Officer shall prepare a written decision, together with the reasons for the decision with five (5) working days after the hearing. A copy of the decision shall be sent to the Complainant and the Authority.

The Authority shall retain a copy of the decision in the Complainant's file in the Authority's Central Office. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by the Authority and made available for inspection by a prospective complainant, their representative, or the Hearing Officer.

2. Binding Decision. The decision of the Hearing Officer shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Board of Commissioners determines within thirty (30) working days, and promptly notifies the Complainant of its determination that:
 - a. The Grievance does not concern Authority action or failure to act in accordance with or involving the Complainant's lease or Authority regulations, which adversely affect the Complainant's rights, duties, welfare or status.
 - b. The decision of the Hearing Officer is contrary to applicable federal, state or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the Authority.
3. Judicial Action. A decision by the Hearing Officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the Complainant in whole or in part, shall not constitute a waiver of, nor affect in any way, the rights of the Complainant to a trial or judicial review in any court proceedings which may later be brought in the matter.

4. Lease Termination. If the Grievance involves a lease termination, the Authority will not issue the Complainant a 3 day notice to vacate their dwelling unit until after the Complainant has received the decision of the Hearing Officer. If the decision is in favor of the Authority, or if the Authority Board of Commissioners decides to proceed against the Complainant in spite of the decision, the Complainant will be served with a three (3) day notice to vacate. The Complainant must then vacate the unit within the stated time or the Authority will proceed through a court of law to evict the Complainant.

V. MISCELLANEOUS

- A. This Grievance Procedure is incorporated by reference into all leases into all leases between the Authority and Residents.
- B. The Authority shall before amending or changing this Grievance Procedure, provide at least thirty (30) days notice to Residents of proposed changes in this Grievance Procedure. With the thirty (30) day period, Residents may submit written comments to the Authority. Such written comments shall be considered by the Authority before adoption of any changes to this Grievance Procedure.
- C. The Authority shall furnish to each Resident and the Resident Organizations a copy of this Grievance Procedure.
- D. Any provision of this Grievance Procedure, other than the provisions establishing the date upon which a Grievance must be filed or a formal hearing must be requested, shall not be considered mandatory, and any failure on the part of the Authority, a Complainant or Hearing Officer to strictly comply with such provisions shall not, in and of itself, affect the validity of the proceedings or the results thereof. The Complainant waives all rights to a hearing for failure to file a Grievance or request a hearing within the time set forth herein.

**BUTLER METROPOLITAN HOUSING AUTHORITY
REQUEST FOR CONFERENCE**

DEAR BUTLER METROPOLITAN HOUSING AUTHORITY:

WITH REFERENCE TO THE NOTICE SENT ON _____, I WISH TO REQUEST AN INFORMAL HEARING. I UNDERSTAND THAT THIS NOTICE MUST BE PRESENTED TO THE AUTHORITY OFFICE NO LATER THAN 4:30 P.M. _____. I UNDERSTAND THAT I WILL BE CONTACTED BY TELEPHONE TO MAKE ARRANGEMENTS FOR AN INFORMAL HEARING AND, THEREFORE, I HAVE PROVIDED TWO (2) NUMBERS WHERE I CAN BE REACHED.

I UNDERSTAND THAT THE DATE SCHEDULED FOR THE INFORMAL HEARING WILL BE PRIOR TO THE EXPIRATION DATE OF THE NOTICE SO I WILL BE ABLE TO STATE MY CONCERNS TO PREVENT POSSIBLE LEGAL ACTION AND EVICTION.

I UNDERSTAND THAT ON THE SCHEDULED CONFERENCE DAY I WILL BE EXPECTED, IF PHYSICALLY ABLE, OR IF NOT, TO HAVE OTHERS REPRESENT ME SO THEY CAN GIVE EVIDENCE OF MY CIRCUMSTANCES TO AVOID LOSING THE RIGHT TO THE INFORMAL HEARING.

I UNDERSTAND THAT AT THIS INFORMAL HEARING THERE WILL BE A FULL AND COMPLETE DISCLOSURE OF THE INFORMATION ON WHICH THE NOTICE IS BASED AND I MAY REPLY AS I MAY WISH SHOULD YOU REQUIRE REASONABLE ACCOMMODATIONS FOR ANY DISABILITY, PLEASE ADVISE THE AUTHORITY.

I UNDERSTAND THAT ANY DECISION RESULTING FROM THIS INFORMAL BEARING WILL BE GIVEN IN WRITING SO THAT THE INFORMATION WILL BE AVAILABLE FOR A GRIEVANCE HEARING IF I DESIRE ONE.

RESIDENT'S SIGNATURE

RESIDENT'S TELEPHONE

RESIDENT'S ADDRESS

OTHER TELEPHONE

DATE

TENANT ID: _____

MAIL THIS FORM TO:
BUTLER METROPOLITAN
HOUSING AUTHORITY
4110 HAMILTON-MIDDLETOWN RD.
HAMILTON, OHIO 45011

14 DAY NOTICE OF TERMINATION

"REQUEST FOR CONFERENCE"

DEAR BUTLER METROPOLITAN HOUSING AUTHORITY:

WITH REFERENCE TO THE NOTICE SENT ON _____,
I WISH TO REQUEST A MEETING. I UNDERSTAND THAT THIS NOTICE MUST
BE PRESENTED TO THE AUTHORITY OFFICE NO LATER THAN 4:30 P.M. _____
_____ I UNDERSTAND THAT I WILL BE CONTACTED BY
TELEPHONE TO MAKE ARRANGEMENTS FOR A MEETING AND,
THEREFORE, I HAVE PROVIDED TWO (2) NUMBERS WHERE I CAN BE
REACHED.

I UNDERSTAND THAT THE DATE SCHEDULED FOR THE MEETING WILL BE
PRIOR TO THE EXPIRATION DATE OF THE NOTICE SO I WILL BE ABLE TO
STATE MY CONCERNS TO PREVENT POSSIBLE LEGAL ACTION AND
EVICTION.

I UNDERSTAND THAT ON THE SCHEDULED MEETING DAY I WILL BE
EXPECTED, IF PHYSICALLY ABLE, OR IF NOT, TO HAVE OTHERS
REPRESENT ME SO THEY CAN GIVE EVIDENCE OF MY CIRCUMSTANCES
TO AVOID LOSING THE RIGHT TO THE MEETING.

I UNDERSTAND THAT AT THIS MEETING THERE WILL BE A FULL AND
COMPLETE DISCLOSURE OF THE INFORMATION ON WHICH THE NOTICE IS
BASED AND I MAY REPLY AS I MAY WISH.

RESIDENT'S SIGNATURE

RESIDENT'S TELEPHONE

RESIDENT'S ADDRESS

OTHER TELEPHONE

DATE

MAIL THIS FORM TO:
BUTLER METROPOLITAN HOUSING AUTHORITY
4110 HAMILTON-MIDDLETOWN ROAD
HAMILTON, OHIO 45011

Established for Butler Metropolitan Housing Authority (BMHA) by Board Resolution Number #1224 on November 4, 1993.

Received by HUD, acknowledgment dated December 28, 1993.

APPENDIX B

INCOME ADMISSION LIMITS

STATE: OHIO		INCOME LIMITS							
PREPARED: 2-01-00	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
PMSA: Akron OH FY 2000 MEDIAN FAMILY INCOME: 51800	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	10900 18150 29000	12450 20700 33150	14000 23300 37300	15550 25900 41450	16800 27950 44750	18050 30050 48050	19250 32100 51400	20500 34200 54700
AREA: Brown County, OH FY 2000 MEDIAN FAMILY INCOME: 49500	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	9500 15850 25350	10850 18100 29000	12250 20400 32600	13600 22650 36250	14700 24450 39150	15750 26250 42050	16850 28150 44950	17950 29900 47850
MSA: Canton-Massillon, OH FY 2000 MEDIAN FAMILY INCOME: 48500	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	9650 16050 25700	11000 18350 29400	12400 20650 33050	13750 22950 36700	14850 24800 39650	15950 26600 42600	17050 28450 45550	18200 30300 48450
AREA: Cincinnati, OH-KY-IN FY 2000 MEDIAN FAMILY INCOME: 57800	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	10950 18250 29250	12550 20900 33400	14100 23500 37600	15650 26100 41750	16900 28200 45100	18150 30300 48450	19400 32350 51800	20650 34450 55100
PMSA: Cleveland-Lorain-Elyria, OH FY 2000 MEDIAN FAMILY INCOME: 55400	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	11650 19400 31000	13300 22150 35450	14950 24950 39900	16600 27700 44300	17950 29900 47850	19300 32150 51400	20600 34350 54950	21950 36550 58500
MSA: Columbus, OH FY 2000 MEDIAN FAMILY INCOME: 57300	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	12050 20050 32100	13750 22900 36650	15450 25800 41250	17200 28650 45850	18550 30950 49500	19950 33250 53150	21300 35550 56850	22700 37800 60500
MSA: Dayton-Springfield, OH FY 2000 MEDIAN FAMILY INCOME: 55900	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	11050 18450 29500	12650 21100 33750	14250 23700 37950	15800 26350 42150	17050 28450 45550	18350 30550 48900	19600 32650 52300	20850 34800 55650
PMSA: Hamilton-Middletown, OH FY 2000 MEDIAN FAMILY INCOME: 57800	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	11700 19500 31200	13350 22300 35650	15050 25050 40100	16700 27850 44550	18050 30100 48100	19400 32300 51700	20700 34550 55250	22050 36750 58800
MSA: Huntington-Ashland, WV-KY- OH FY 2000 MEDIAN FAMILY INCOME: 36100	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	7600 12650 20200	8650 14450 23100	9750 16250 26000	10850 18050 28900	11700 19500 31200	12550 20950 33500	13450 22400 35800	14300 23850 38100
MSA: Lima, OH FY 2000 MEDIAN FAMILY INCOME: 47600	30% OF MEDIAN VERY LOW-INCOME LOW-INCOME	9500 15850	10850 18100	12250 20400	13600 22650	14700 24450	15750 26250	16850 28100	17950 29900

APPENDIX C

SCHEDULE OF RENTS

SCHEDULE OF RENTS

Rents are to be charged in accordance with the HUD approved Schedule of Rents. Rents are based on thirty percent (30%) of total gross income after allowable adjustments. Rent computations are performed with the following HUD required method:

1. Insert Annual Income (Per 24 CFR PART 913)

2. Number of family members (except head or spouse) under 18, or disabled, or handicapped, or full time students _____

3. Line 2 X \$480 _____ *

4. Childcare Expenses _____ *

ELDERLY ONLY

5. Medical Expenses _____

6. .03 X Annual Income (line 1) _____

7. Line 5 minus line 6 = Medical Deduction _____ *

8. Insert \$400 for Elderly or Disabled family _____

9. Total Adjustments (Add lines 3, 4, 7 & 8) _____

10. Line 1 minus line 9 = Adjusted Income _____

11. Monthly Income (line 1 divided by 12) _____

12. 10% of Monthly Income (line 11 divided by .1) _____ *

13. Monthly Adjusted Income (line 10 divided by 12) _____

14. Line 13 X .3

(If family was admitted before 8/1/82 and this re-exam will take effect before 10/1/85, then multiply line 13 X .29)

_____ *

15. Minimum monthly payment \$0.00 _____

16. Computed Total Tenant Payment (TTP)
(Greatest of Lines 12, 14 & 15) _____

EARNED INCOME DISREGARD MONTHLY AMOUNT: (\$ _____)

If this is a new admission, **STOP**. TTP is the amount of Line 16. Do **NOT** complete any other worksheets. Enter amount from Line 16 in Line 17 below.

If TTP on Line 16 is welfare rent from Line 15, and the state does not ratably reduce the shelter component of the grant, TTP will be amount on Line 16. Enter amount from Line 16 in Line 17 below. Unless first re-exam under 913, **STOP**.

If you have previously computed family's TTP under 913, see Instructions, Part II.

If none of the above apply, see Instructions, Part 1.

17. TTP PAYABLE BY FAMILY Effective Date _____

US DEPARTMENT OF HUD STATE OF OHIO			FLAT RENTS @FAIR MARKET RATE					
	PROGRAM	EFFICIENCY	1-BEDROOM	2-BEDROOM	3-BEDROOM	4-BEDROOM	5-BEDROOM	6-BEDROOM
MSA	:Dayton-Springfield, OH							
	LOW HOME RENT LIMIT	384	430	549	685	763	843	922
	HIGH HOME RENT LIMIT	384	430	549	709	795	914	1033
	FOR INFORMATION ONLY:							
	FAIR MARKET RENT	384	430	549	709	795	914	1033
	50% RENT LIMIT	461	494	592	685	763	843	922
	65% RENT LIMIT	580	622	749	856	936	1013	1092
PMSA	:Hamilton-Middletown, OH							
	LOW HOME RENT LIMIT	318	453	580	724	807	891	974
	HIGH HOME RENT LIMIT	318	453	580	725	812	933	1055
	FOR INFORMATION ONLY:							
	FAIR MARKET RENT	318	453	580	725	812	933	1055
	50% RENT LIMIT	487	522	626	724	807	891	974
	65% RENT LIMIT	613	658	793	907	992	1076	1161
MSA	:Huntington-Ashland, WV-KY-OH							
	LOW HOME RENT LIMIT	304	338	406	469	523	578	631
	HIGH HOME RENT LIMIT	304	357	440	561	618	668	714
	FOR INFORMATION ONLY:							
	FAIR MARKET RENT	304	357	440	561	618	710	803
	50% RENT LIMIT	316	338	406	469	523	578	631
	65% RENT LIMIT	390	419	505	576	622	668	714
MSA	:Lima, OH							
	LOW HOME RENT LIMIT	288	345	454	579	635	725	792
	HIGH HOME RENT LIMIT	288	345	454	579	635	730	825
	FOR INFORMATION ONLY:							
	FAIR MARKET RENT	288	345	454	579	635	730	825
	50% RENT LIMIT	396	424	510	588	656	725	792
	65% RENT LIMIT	495	531	640	731	796	859	924
MSA	:Mansfield, OH							
	LOW HOME RENT LIMIT	288	345	439	548	614	706	792
	HIGH HOME RENT LIMIT	288	345	439	548	614	706	798
	FOR INFORMATION ONLY:							
	FAIR MARKET RENT	288	345	439	548	614	706	798
	50% RENT LIMIT	396	424	510	588	656	725	792
	65% RENT LIMIT	495	531	640	731	796	859	924
MSA	:Parkersburg-Marietta, WV-OH							
	LOW HOME RENT LIMIT	306	367	420	523	583	645	705

	HIGH HOME RENT LIMIT	306	367	420	545	591	679	768
	FOR INFORMATION ONLY:							
	FAIR MARKET RENT	306	367	420	545	591	679	768
	50% RENT LIMIT	352	377	453	523	583	645	705
	65% RENT LIMIT	438	471	566	647	702	756	811

APPENDIX E

BMHA'S SCHEDULE OF ALLOWANCES FOR UTILITIES

**TENANTS WHO CHOOSE FLAT RENTS
DO NOT RECEIVE UTILITY ALLOWANCES**

PROJECT NAME	ELECTRICITY	GAS	WATER & SEWER	TOTAL
OH 15-1 141 UNITS				
Bambo Harris Homes				
All BR Sizes	BMHA PAID	BMHA PAID	BMHA PAID	NONE
OH 15-2 142 UNITS				
Riverside Homes				
All BR Sizes	BMHA PAID	BMHA PAID	BMHA PAID	NONE
OH 15-3 129 UNITS				
Henry A. Long Tower				
All BR Sizes	BMHA PAID	BMHA PAID	BMHA PAID	NONE
OH 15-4A 98 UNITS				
Townhomes West				
1 - BR	\$23.00	\$23.00	BMHA PAID	\$46.00
2 - BR	\$23.00	\$29.00	BMHA PAID	\$52.00
3 - BR	\$35.00	\$38.00	BMHA PAID	\$73.00
4 - BR	\$40.00	\$53.00	BMHA PAID	\$93.00
OH 15-4B 52 UNITS				
Townhomes East				
2 - BR	\$31.00	\$35.00	BMHA PAID	\$66.00
3 - BR	\$41.00	\$38.00	BMHA PAID	\$79.00
4 - BR	\$43.00	\$52.00	BMHA PAID	\$95.00
5 - BR	\$56.00	\$49.00	BMHA PAID	\$105.00
OH 15-4C 82 UNITS				
The Townhouse				
1 - BR	\$24.00	NOT USED	BMHA PAID	\$24.00
2 - BR	\$25.00	NOT USED	BMHA PAID	\$25.00

OH 15-5 125 UNITS

J. Ross Hunt Tower

All BR Sizes

BMHA PAID

NOT USED

BMHA PAID

NONE

OH 15-6 12 UNITS

Concord Green

For Units

611, 607, 611, 617,
617, 621, 627

\$47.00

\$45.00

BMHA PAID

\$92.00

For Units

603, 605, 613, 615,
623, 625

\$47.00

\$38.00

BMHA PAID

\$85.00

OH 15-7 61 UNITS

Freedom Court

All BR Sizes

BMHA PAID

BMHA PAID

BMHA PAID

NONE

OH 15-8 56 UNITS

Midtonia Village

2 - BR

\$31.00

\$38.00

BMHA PAID

\$69.00

OH 15-10 50 UNITS

Ham. Scattered Sites

1 - BR

\$45.00

\$44.00

\$11.00

\$100.00

2 - BR

\$45.00

\$46.00

\$12.00

\$103.00

3 - BR

\$76.00

\$57.00

\$17.00

\$150.00

4 - BR

\$82.00

\$71.00

\$20.00

\$173.00

5 - BR

\$85.00

\$74.00

\$20.00

\$179.00

OH 15-12 65 UNITS

Jackson Bosch Manor

2 - BR 1 Story

\$28.00

\$26.00

\$12.00

\$66.00

2 - BR 2 Story

\$28.00

\$26.00

\$12.00

\$66.00

3 - BR 2 Story

\$32.00

\$31.00

\$17.00

\$80.00

4 - BR 2 Story	\$36.00	\$32.00	\$20.00	\$88.00
OH 15-13 65 UNITS				
Middletown Estates				
2 - BR	\$43.00	\$25.00	BMHA PAID	\$68.00
3 - BR	\$53.00	\$34.00	BMHA PAID	\$87.00
OH 15-14 45 UNITS				
Dayton Lane Gardens				
0 - BR	\$16.00	NOT USED	BMHA PAID	\$16.00
OH 15-15 20 UNITS				
Thornhill Subdivision				
2 - BR	\$23.00	\$28.00	\$12.00	\$63.00
3 - BR	\$27.00	\$29.00	\$17.00	\$73.00
OH 15-16 40 UNITS				
Winding Creek Family				
2 - BR	\$30.00	\$30.00	\$12.00	\$72.00
3 - BR	\$41.00	\$39.00	\$17.00	\$97.00
OH 15-17 110 UNITS				
Mark C. Petty Plaza				
1 - BR	\$18.00	NOT USED	BMHA PAID	\$18.00
OH 15-19 44 UNITS				
Reuben Doty Estates				
3 - BR	\$46.00	\$54.00	BMHA PAID	\$100.00

APPENDIX F

RE-EXAMINATION SCHEDULE

Re-exam for flat rents will occur not less than every 3 years, however at each annual anniversary, resident will choose between income-based and flat rent.

RE-EXAMINATION SCHEDULE

<u>SUBDIVISION DATE</u>	<u>MONTH OF INTERVIEW</u>	<u>NO. OF UNITS</u>	<u>EFFECTIVE</u>
RIVERSIDE HOMES 15-2	JANUARY	142	3/1/__
TOWNHOMES EAST 15-4B	FEBRUARY	52	4/1/__
SCATTERED SITES-HAMILTON 15-10	FEBRUARY	49	4/1/__
BAMBO HARRIS 15-1	MARCH	141	5/1/__
TOWNHOMES WEST 15-4A	APRIL	98	6/1/__
SCATTERED SITES-MIDDLETOWN 15-19	APRIL	44	6/1/__
PETTY PLAZA 15-17	MAY	110	7/1/__
FREEDOM COURT 15-7	JUNE	61	8/1/__
DAYTON LANE GARDENS 15-14	JUNE	45	8/1/__
THE TOWNHOUSE 15-4C	JULY	82	9/1/__
HUNT TOWERS 15-5	AUGUST	125	10/1/__
HENRY LONG TOWERS 15-3	SEPTEMBER	129	11/1/__
CONCORD GREEN 15-6	OCTOBER	12	12/1/__
MIDTONIA 15-8	OCTOBER	56	12/1/__
THORNHILL 15-15	OCTOBER	20	12/1/__
JACKSON BOSCH 15-12	NOVEMBER	33	1/1/__
MIDDLETOWN ESTATES 15/13	NOVEMBER	65	1/1/__
WINDING CREEK 15-16	DECEMBER	40	2/1/__

APPENDIX G

DWELLING LEASE

BUTLER METROPOLITAN HOUSING AUTHORITY

DWELLING LEASE

1. DESCRIPTION OF THE PROPERTY, PREMISES AND CHOICE OF RENT:

The Butler Metropolitan Housing Authority, hereinafter referred to as the Authority, does

Hereby lease to _____ and _____ (tenant)

a ____ Bedroom dwelling unit located at _____ Account number _____ this Date of Occupancy _____ under the Terms and conditions stated herein.

The initial term of this lease shall begin on the ____ day of _____ (date of admission) and end at midnight on the ____ day of _____. After the initial term ends, the lease shall continue in effect for successive terms of one month each unless otherwise terminated pursuant to this lease, operation of law or the Authority's Admission and Occupancy Policy of which this lease is a part. The parties agree and acknowledge that the Admissions and Occupancy Policy, as it may be amended from time to time, is incorporated herein and made a part hereof by reference, as if it had been fully repeated in this lease. A copy of the Admissions and Occupancy Policy shall be posted in the Authority's Central Office.

Eligible members of the household who may reside in this leased unit are listed herein and in the application for admission and continued occupancy, said application being incorporated by reference into this lease as set out herein.

Choice of rent and minimum rent. The tenant may elect to pay either a flat rent or a rent based on income. If the flat rent is chosen, and a hardship occurs, on verification of the hardship, the family will immediately be permitted to pay the income-based rent if it is the lesser amount. Incomes of families paying flat rents will be reviewed not less than once every three years. On each anniversary of the usual re-certification, tenant will determine whether the rent payment choice will be a flat rent or income-based. Tenants who pay flat rents are not eligible for utility reimbursement payments. Hardship includes:

1. Decrease in family income because of changed circumstances, loss of or reduction of employment including temporary employment, family death and reduction in or loss of income of other assistance **except Human Services Sanctions.**
2. Increase because of changed circumstances in the family's expenses, medical costs, child care, transportation, education or similar items.

Once a family switches to income based rent due to financial hardship, the family must wait until its next annual option to select the type of rent.

Notification of financial hardship must be received by the Authority within ten (10) business days of actual occurrence. In order to establish financial hardship and resulting rent change, all documentation must be received prior to the 23rd of each month to effect the rental change to occur the first of the following month.

The minimum rent for BMHA's Public Housing Program shall be -0-.

2. AMOUNT OF GROSS RENT AND DUE DATE OF RENTAL PAYMENTS:

Gross monthly rent of \$_____ shall be due and payable in advance without notice on the first (1st) day of each month beginning the first day of the month following the date of occupancy of this lease. The rent will remain in effect unless adjusted with the provisions of Section 7 hereof. **ALL RENTS ARE DELINQUENT AFTER THE FIRST (1ST) DAY OF THE MONTH; HOWEVER NO LEGAL ACTION WILL BE INITIATED UNTIL AFTER THE FIFTH (5TH) DAY OF THE MONTH.**

Payment must be received or postmarked on or before the 5th of the month at the Authority's Central Office, either by mail or in person in the form of a check or money order. The Authority retains the right to refuse payment in the form of a check from the tenant should the tenant previously present payment to the Authority in the form of a personal check and such check was returned for insufficient funds (bad checks). Returned check charge is \$10.00. Third party checks shall not be accepted.

Tenant may be required to pay retroactive rent. Retroactive rent is rent owed by the tenant to the Authority resulting from, among other things, tenant's failure to provide adequate documentation, failure to report changes in a timely manner; misrepresentation of income or family circumstances to the Authority. Except as otherwise provided by the Admissions and Occupancy Policy, tenant

shall pay the full amount of the retroactive rent or enter into a repayment agreement with the Authority per the conditions as set forth in the Leasing and Occupancy Policy. Tenant's failure to timely pay retroactive rent shall constitute "non-payment of rent" and, in such cases, the Authority shall have the right to terminate this lease and obtain possession of the premises pursuant to available legal remedies.

3. PAYMENTS DUE UNDER THE LEASE:

The tenant

shall pay the amount of the monthly tenant rent determined by the PHA in accordance with HUD Regulation and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements. The lease shall specify the initial amount of the tenant rent at the beginning of the initial lease term. The PHA shall give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective.

A late fee of \$10.00 per month shall be assessed for any rent payment received after the tenth day of the month.

4. UTILITY AND SPECIAL SERVICE CHARGES:

The Authority agrees to furnish the following utilities as checked:

Electric____ Gas _____ Water_____ Sewage _____

If tenant furnishes any of the utilities, credit shall be given by rent reduction, based upon the number of bedrooms in the unit, as follows: Electric only _____ Gas & Electric _____ Water & Sewer _____. Exception: Tenants who choose flat rent are not eligible for utility reimbursement payment. The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control. If heat is to be furnished by tenant, then tenant agrees to furnish heat to the dwelling unit and agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, tenant is unable to maintain sufficient heat, the Authority must be notified immediately. Tenant will be charged for any damages resulting from either the failure to maintain sufficient heat or to notify the Authority, unless for cause beyond the tenant's control. Unless tenant pays their own utilities, there shall be an extra charge for automatic washer, automatic dryer, deep freeze, extra refrigerator (s) and /or air conditioners based on the cost of the utility. Charges for extermination services shall be billed to the tenant should the tenant refuse extermination services which require additional extermination service to be scheduled or should extraordinary extermination services be necessary. Failure to maintain continuous utility service (gas, electric, and water) will result in immediate eviction. Utility service restored in the Authority's name to prevent disconnection to the resident will be charged to the resident.

5. AMOUNT OF NET RENT FOLLOWING ANY DEDUCTIONS IF APPLICABLE:

Net monthly rent of \$_____ shall be due and payable as gross rent as previously defined in Section 2. If the Authority furnishes utilities as previously defined in Section 4, the net rent will be the same amount as gross rent. If the tenant furnishes any utilities as defined in Section 4, the monthly net rent will be the difference between gross monthly rent and the utility allowance. Net rent of \$_____ is due from the occupancy date to the first day of the following month.

The Authority may, from time to time, in accordance with its policies, amend its Schedule of Allowances for Utilities. Such amendments may result in an increase or decrease in the net monthly rent to the Authority. Such schedules are an attachment to the Admissions and Occupancy Policy and shall be posted at the Authority's Central Office. The tenant shall be given a minimum thirty-day notice of anything affecting payment due to a change in the utility schedule.

6. SECURITY DEPOSIT:

Tenant agrees to pay \$100.00 as Security Deposit to be used by the Authority at the termination of the lease toward reimbursement of the cost of repairing intentional or negligent damages to the dwelling unit caused by the tenant, tenant's family members, dependents or guests and any rent or other charges owed by tenant. Payment of the Security Deposit is to be made upon occupancy.

The Authority agrees to return the Security Deposit when tenant vacates, less any deductions for any of the costs indicated above. If such deductions are made, the Authority will give tenant a written statement of any costs for damages and/or other charges while the tenant occupies the dwelling unit. Security Deposit interest shall be processed in accordance with the Ohio tenant-Landlord Act, Section 5321.16 and contained in the Authority's Admission and Continued Occupancy Policy posted in the Authority's Central Office.

7. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Once each year as requested by the Authority, the tenant agrees to furnish accurate information to the Authority relative to total family income, employment and family composition, community service, guarantor designation and proof of pet liability insurance

and updated shot record where applicable. The Authority shall make determinations with respect to rent, eligibility, and the appropriateness of dwelling size in accordance with the schedule of rents and statements of Increases and Occupancy Limits as indicated in the Admissions and Continued Occupancy Policy which is posted in the Authority's Central Office.

- (a) Rent is fixed in Section 2 hereof or as adjusted pursuant to the above and will be in effect for the period between regular rent re-determination unless during such period:
 - (1) Tenant has a decrease in income from any income source(s) that would justify decreased rent according to the schedule of rents. Tenant may ask for an explanation stating the specific grounds for the re-determination of rent or charges, eligibility or the appropriateness of dwelling size. If tenant does not agree with the determination, tenant can request a hearing under the grievance procedure of the Authority.
 - (2) Increases in income will not cause an increased rent until the time of annual re-certification. Tenant may ask for an explanation stating the specific grounds for the re-determination of rent, charges, eligibility or the appropriateness of dwelling size. If the tenant does not agree with the determination, tenant can request a hearing under the grievance procedure of the Authority.
Any change in the source or amount of income must be reported to the Authority within ten (10) business days after the change or the lease may be terminated.
If it is found that tenant has misrepresented to the Authority the facts upon which the rent is based, so that the rent is less than what should have been charged, the tenant shall be required to pay the difference between the rent paid and the rent that should have been paid.
 - (3) Changes occur in the rent schedule mandated by the Department of Housing and Urban Development or the Authority's regulations and/or changes occur in the utility allowance schedule.
 - (4) Tenant shows change in family composition such that a new person on the lease will reside in the unit. Such a change must be reported to the Authority within 10 business days of its occurrence.

In the event of rent adjustment pursuant to the above, the Authority will mail or deliver a "Notice of Rent Adjustment" to the tenant. Rent change for the following month must be requested by the 23rd day of the month preceding. In the case of rent increase, the adjustment will become effective the first of the second month following that month in which the change occurred. Exceptions: If an adjustment is made because the tenant misrepresented the facts at the re-examination upon which the rent is based so that the tenant is paying less than the rent the tenant should have been charged, then the rent increase may be made retroactive to the first of the month following the month in which the misrepresentation occurred.

- (b) Charges to the tenants for maintenance and repair beyond normal wear and tear and for consumption of excess utilities shall not become due and collectible until a minimum of two weeks after the Authority gives notice of the charges in writing and payment is to be made on the first day of the month following the two week notice period. The Authority shall post a schedule which indicates the basis for repair and maintenance and excess utility consumption charges.
- (c) If the Authority determines that the size of the dwelling unit is no longer appropriate to meet tenant's needs, the Authority may amend this lease by notifying tenant in accordance with Section 2 hereof. The tenant will be required to move to an appropriate unit giving the tenant reasonable time in which to move. If tenant refuses to transfer, this lease shall immediately terminate and the tenant shall vacate the premises forthwith.

All families determined eligible for transfer (requested or required) will be subject to a transfer inspection prior to transfer approval. This inspection will include assessment of housekeeping and damages. If the family's dwelling does not pass the transfer inspection, the transfer will be denied and the lease may be terminated accordingly. (i.e. eviction for destruction of property or unsanitary conditions).

At no time will a transfer be granted if the dwelling sustained damages due to items within the tenant's control. An eviction for destruction of property will be initiated accordingly. (i.e., fire or water damage caused by tenant, etc.)

8. OCCUPANCY OF THE DWELLING UNIT:

Tenant shall have the right to exclusive use and occupancy of the leased premises to include reasonable accommodation of tenants, guests, or visitors. A guest or visitor may not reside in a unit for a period greater than two (2) weeks, nor shall such visit be recurring without permission of the Leasing Director. Tenant may care for foster children or provide live-in care for a member of tenant's family with the written consent of the Leasing Director.

Upon written permission by the Executive Director or Assignee the tenant may engage in legal profit making activities which involve use of the unit provided that such activities conform with all required building and zoning regulations of the City. Said activities must not threaten the health or safety of residents or employees of the Authority or infringe or interfere with the peaceable enjoyment and use of the Authority's premises by other residents of the Authority. Full disclosure of the business activities must be provided to the Authority.

The Authority will provide reasonable accommodation for persons with disabilities to assure their equal access to, and occupancy of units of the Authority.

The tenant agrees to authorize the Authority to dispose of any personal property left on the premises or Community by tenant after vacating said premises. Any charge for cleanup or removal by the Authority is established in the Admission and Continued Occupancy Policy, posted in the Authority's Central Office. In the event that the tenant does not actually reside in the premises for 30 days and leaves the same unoccupied by absence, the Authority shall take steps to terminate the lease upon compliance with proper notice procedures unless specific permission is granted by the Executive Director or Assignee.

9. TENANTS OBLIGATIONS:

The tenant shall be obligated under the terms of this lease as follows:

- (a) Not to assign the lease or sublease the premises.
- (b) Not to provide accommodations for boarders or lodgers.
- (c) To use the premises solely as a private dwelling for the tenant and the tenant's household as identified in the lease, pursuant to this Section, and not to use or permit its use for any other purpose except for legal profit making activities as noted and permitted above in this Section.
- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the well-being of the housing Community and the tenants which shall be posted in the Authority's Central Office and incorporated by reference in the lease.
- (e) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (f) To keep the premises and such other areas as may be assigned for tenant's exclusive use in a clean and safe condition to prevent health and sanitation problems.
- (g) Tenants who reside in single family locations are responsible to mow the grass in their yard areas to maintain a height no greater than 5 inches. Should there be any question as to what area is to be mowed, tenant is to request the Authority to define the area.
- (h) To dispose of all trash, garbage, rubbish and other waste from the premises in a sanitary manner.
- (i) To use in only a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators.
- (j) To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises.
- (k) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, Community buildings, facilities or common area caused by the tenant, household member or guests. To pay reasonable charges for the removal of debris and the mowing of grass higher than 5 inches at single family locations where the tenant is responsible to mow their yard area. The Authority shall exempt those tenants who are unable to perform such tasks because of age or physical disability.
- (l) To pay for excessive consumption of utilities as determined by the Authority including utility charges for certain appliances as noted on the Authority's Schedule of Charges, which is attached to the Admission and Occupancy Policy and posted in the Authority's Central Office.
- (m) To conduct themselves and cause other persons who are on the premises with tenant's consent to conduct themselves in a manner which will not disturb the neighbor's peaceful enjoyment of their accommodations and which will be conducive to maintaining the Community in a decent, safe and sanitary condition.
- (n) To refrain from illegal or other activity which impairs the physical or social environment of the Authority.
- (o) To assure that the tenant, any member of the household, a guest, or another person under the tenant's control, shall not engage in:
 - (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of Authority's premises by other residents or employees of the Authority, or

- (2) Any drug-related criminal activity on or off the premises. 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 in Section 102 of the Controlled Substances Act (USC 802).
- (3) A pattern of alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the Authority.

Any violation of section (o) shall be cause for termination of tenancy, and for eviction from the unit. Conviction for manufacture or production of methamphetamine will result in permanent, lifetime denial of admission and/or permanent, lifetime termination of assistance.

- (p) Tenant shall maintain the yard in front and rear of the dwelling, patios and balconies in a neat, safe and orderly manner and permit only outside type lawn furniture to be used in these areas. Tenant shall at no time permit a motorcycle to be parked or stored in the dwelling unit, shall not park business related vehicles, boats, trailers, or recreational vehicles on Authority's parking or grass areas. Tenant shall not display any sign unless as a part of a legal profit making business and where such signage is in conformance with local buildings and zoning regulations of the City, do not negatively effect the aesthetics of the community and have been approved by the Executive Director or Assignee.
- (q) Tenant agrees to comply with the BMHA Pet Policy as amended:
 - (1) Tenant may not have any pets, birds, etc. of any kind at any time in and around the dwelling unit, theirs or anyone else's. **EXCEPTION** - Elderly and handicapped families, by written request to the Leasing Director, are permitted to have a pet pursuant to Authority's policy regarding pets which is attached to the Admission and Occupancy Policy posted in the Authority's Central Office.
 - (2) No part of this section shall be applicable to animals that are used to assist persons with disabilities. These animals are not considered to be pets, but rather aids necessary to insure the independence of disabled individuals. This exclusion applies to persons who are elderly or disabled. Nothing herein contained shall limit or impair the rights of persons with disabilities under Federal, State or Local law.
- (r) Tenant may not make any repairs, alterations or other changes to the premises without prior written approval of the Authority, or use any contact paper, wallpaper, paneling, tacks, nails or screws or other fasteners on any part of the property except in the manner expressly provided by the Authority in writing. Tenant may not install any air conditioners, satellite dishes, ceiling fans, dryers, freezers, or washing machines that may require changes to the structure, the plumbing, or the electrical outlets. No change may be made that will greatly increase the use of electricity without prior written approval of the Authority.
- (s) Refrain from the use and/or possession on the premises of guns, firearms, nunchucks or similar instruments, blackjacks and explosive devices.
- (t) Refrain from the illegal use, sale or distribution of drugs, beer and intoxicating liquor on the premises.
- (u) Retain the capacity to live in and maintain the premises in accordance with the rules and restrictions of this lease agreement. Such may be provided with support services or the assistance of a live in person who has met all eligibility requirements as described in the Admission and Occupancy Policy posted in the Authority's Central Office.
- (v) Tenant agrees to sign all releases of information.
- (w) Tenant shall notify management of any anticipated extended absence from the premises in excess of fifteen (15) days. No later than the first day of the said extended absence. During any absence of the tenant in excess of fifteen (15) days, the Authority may enter the premises, upon twenty-four (24) hour notice at times reasonably necessary but no notice is necessary in case of an emergency or if it is impractical to give notice. Total absence from the premises without notice to the Authority for thirty (30) days shall constitute abandonment and a violation of this lease. Management shall have the right to terminate this lease and either take immediate possession of the premises or pursue legal remedies to obtain possession of the premises.
- (x) Tenant shall be required to complete the community service requirements as set forth in the Admissions and Occupancy Policy.

10. THE AUTHORITY'S OBLIGATIONS:

The Authority's obligations under the terms of this lease shall be as follows:

- (a) To maintain the premises and the community in a decent, safe and sanitary condition.
- (b) To comply with requirements of applicable building codes, and HUD regulations materially affecting health and safety.

- (c) Authority shall make necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this section. If repairs are required or defects exist that are hazardous to life, health and safety, immediate steps will be taken to rectify the condition. The Authority shall offer a replacement dwelling unit, if available, if necessary repairs cannot be made in a reasonable time. The Authority is not required to offer the tenant a replacement dwelling unit if the hazardous condition was caused by tenant, household member or guests.
- (d) To keep Community buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition.
- (e) To maintain in good condition and safe working order, electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority as noted in Section 9.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by the tenant.
- (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 dwelling unit 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) Extermination service shall be provided for all dwelling units located in multi-family buildings as conditions may require. Single family residents may be responsible to provide their own extermination services. Residents are required to report problems such as rat or insect infestation and to permit extermination unless they can prove such services are hazardous to their health, as evidenced by a Doctor's statement provided to the Authority. Tenant's refusal, at any time after due notice to allow Authority or its authorized agent or contractor access to the dwelling unit for the purpose of extermination, shall constitute separate and independent grounds for termination of the dwelling lease and for eviction. Tenant shall be required to pay for rescheduled extermination service as a result of tenant refusing to permit extermination service as scheduled.

11. DAMAGE AND REPAIR:

Tenant shall use reasonable care to keep his/her dwelling unit, storage sheds, garages, carport, patio or lawn areas in such condition as to prevent health or sanitation problems from arising, tenant shall notify the Authority promptly of known needs for repairs to his/her dwelling unit, and of known unsafe conditions of common areas and grounds of the development which may lead to damage or injury. Tenant agrees to pay reasonable charges for repair of damage to the leased premises or development caused by the tenant, members of the household, guests and dependents. Such charges shall be made on the basis of the actual replacement cost plus labor in accordance with the current approved maintenance and rehab rate schedule. The Authority will be permitted to enter a dwelling unit with a 48 hour advance notice and/or for an emergency and/or after the tenant has contacted the Authority with a work order request. The work order request will give the Authority the right to enter the dwelling unit for repairs to be made whether the tenant is at home or not.

12. INSPECTIONS:

Damages caused by vandalism or other malicious acts shall be the responsibility of the tenant unless the tenant files a police report with the proper agency and agrees to cooperate with the investigation and prosecution of the criminal act.

- (a) The Authority and the tenant or representative shall inspect the dwelling unit and the Authority will give the tenant a written statement of the condition of the dwelling unit and the equipment therein. The Authority and tenant shall sign the inspection statement and a copy shall be filed in the tenant's folder.
- (b) Tenant agrees that the duly authorized agent, employee or representative of the Authority will be permitted to enter tenant's dwelling for the purpose of examining the condition thereof or for making improvements or repairs. Such entry may be made only during reasonable hours after advance notice by form letter at least 48 hours before the entry stating the date and purpose of the inspection. However, the Authority shall have the right to enter tenant's dwelling unit without prior notice to the tenant if the Authority reasonably believes that an emergency exists which requires such entrance if the tenant is not available to give permission. The Authority shall leave on premises a form letter specifying the date and purpose of the entry prior to leaving the premises. A request for service as recorded on our Service Request shall constitute an advance notice required to enter for any repair.
- (c) When tenant vacates, the Authority will inspect the dwelling unit. Security Deposit less charges, if any, will be mailed within 30 days after the return of the keys to the office. Tenant or representative may join in such inspection. The

Authority shall send to the last known address of the tenant a written statement of charges for any damages to the Authority's dwelling unit excluding reasonable wear and tear to the unit.

- (d) The Authority shall, upon at least a forty-eight (48) hour notice to tenant, have the right to enter the premises during reasonable hours for the purpose of performing an inspection on an annual basis. (Because of the cycle which is followed for such inspections, the Annual Inspection will not necessarily occur one year from the occupancy date, but could occur at any time after occupancy and then fall into an annual cycle thereafter.)

13. LEGAL NOTICES:

Except for routine inspections and maintenance or to show unit for leasing, notices to the tenant shall be in writing and delivered to the tenant or an adult member of tenant's household residing in the unit or sent by properly addressed first class mail. If tenant is visually impaired, notices shall be in an acceptable format. Notices to the Authority shall be in writing and delivered to the Authority's Central Office at 4110 Hamilton-Middletown Road, Hamilton, Ohio 45011. Notices shall comply with all Federal, State and Regulatory Agencies.

14. TERMINATION OF THE LEASE:

In order for a tenant to terminate this lease agreement, all of the following must occur:

1. Tenant must notify the Authority 14 days prior to vacating by completing the Authority's "Intent To Vacate" form.
 - a) It is the tenant's responsibility to notify the Authority if they wish to cancel an "Intent To Vacate".
 - b) Failure to provide an "Intent to Vacate" may result in additional rent being assessed.
2. Upon a 24-hour notification and once all tenant belongings have been removed, tenant may request a pre-inspection in order to identify needed areas of correction pursuant to the final move-out inspection.
3. Tenant shall leave the dwelling in a good and clean condition pursuant to the tenant's responsibilities upon surrender as set out in Section 6 of this Agreement.
4. Tenant shall return all keys to the Central Office or provide a notarized statement verifying the vacancy. The date of receipt of either the statement or the dwelling keys shall be the lease termination date.

The Authority shall not terminate or refuse to renew the lease except for serious or repeated violations of material terms of the lease, by the tenant or any member of the tenant's household. This includes failure to make payment under this lease, or to fulfill tenant's obligations as set forth in the lease or for other good cause, or for:

- (a) Criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or
- (b) Any drug-related activity on or off the premises.
- (c) A pattern of alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents of the Authority.
- (d) Tenants fleeing to avoid prosecution, custody or confinement after conviction for a felony.

The Authority shall give written notice of terminations as follows:

- (a) 3 day notice of termination under this lease concurrent with a 3 day notice of termination under Ohio law when health, safety of other resident or Authority employees are threatened.
- (b) 3 day notice for failure to maintain continuous utility service.
- (c) 3 day notice for criminal activity
- (d) 14 day notice of termination if tenant fails to pay rent on or before the first of the month.
- (e) 30 day notice for violation of the requirement for resident performance of community service or participation in an economic self-sufficiency program.
- (f) 30 day notice of the termination if the family fails to accept the Authority's offer of a revision to an existing lease.
- (g) 30 day notice for failure to pay charges including maintenance charges, excess utility charges and late fees.
- (h) 30 day notice for all other terminations.

The notice of lease termination to tenant shall state specific grounds for termination and inform tenant of the right to reply if the tenant desires. The notice shall also inform tenant of the right to examine or copy documents directly relevant to the termination or eviction. The tenant shall be informed of the right to request a hearing in accordance with the Authority grievance procedure. If the lease is terminated for the criminal activity set out in paragraphs 14 (a), (b) and (c) the notice will state that tenant is not entitled to a grievance hearing and a forcible entry and detainer eviction action will be filed in municipal court where a due process hearing approved by the Department of Housing and Urban Development will be provided. When

the Authority evicts for criminal activity, the Authority shall notify the local post office that the evicted party(s) are no longer residing at that address.

15. GRIEVANCE PROCEDURE:

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of the Authority which is in effect at the time such grievance or appeal arises, which procedure is posted in the Authority's Central Office and incorporated herein by reference.

16. OTHER DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT:

The Admission and Occupancy Policy is available at the Authority's Central Office and is a part of the lease and hereby incorporated by reference. Other documents which are a part include:

- (a) Application for Admission
- (b) HUD Form 50058

17. CHANGES:

This lease together with any future changes or adjustments of rent or premises together with the rules and regulations of the Authority now in effect, or hereinafter in effect upon notice to the tenant provided by law, evidences the entire agreement between the Authority and the tenant.

At time of occupancy and signing of the lease, any changes in this lease can/shall be noted by an addendum to this lease and signed and dated by both parties. Any changes in the future in the lease as executed or in order to comply with the Federal, State or Local Governments, Housing and Urban Development regulations, or the Butler Metropolitan Housing Authority requirements to remain safe, sound and solvent, shall be posted at the Authority's Central Office and shall become effective and binding on the date as noted in the postings. No other modifications of this lease may be made except in writing, signed and dated by both parties and with proper notice provided in Section 13 above.

The Lease must be executed by the tenant and the Authority, except for automatic renewals of Lease. The Lease may be modified at any time by written agreement of the tenant and the Authority.

18. CONFLICTS BETWEEN THE LEASE AND ADMISSIONS AND OCCUPANCY POLICY:

The lease is governed by the Authority's Admissions and Occupancy Policy of which the lease is a part. Where there exists a conflict between the Lease and any term of the Authority's Admissions and Occupancy Policy, the Admissions and Occupancy Policy shall be the controlling document.

19. WAIVER:

No delay or failure by either party in exercising any right under this lease, and no partial or single exercise of any such right, including the Authority's right to demand prompt payment of rent and other charges hereunder, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. No waiver of any provisions of this lease shall be effective unless in writing and signed by the Authority. Tenant may not rely on any verbal representations to the contrary.

20. EMERGENCY CONTACT:

In the event of an emergency, my contact: _____
Name Address

Phone # Relationship

21. SPONSOR VERIFICATION:

Tenant will at annual re-certification, provide a notarized statement in cooperation with his/her named sponsor establishing said person as the individual responsible to complete the termination process of this lease. In the event of the death of the sole adult tenant, the Authority will, on confirmation of the death, immediately change all locks to the premises and reserve a key at the Central Office to be picked up by the following named sponsor: (On presentation of photo identification.)

Name Phone No.

22. FULL UNDERSTANDING OF THE PARTIES:

The parties hereto agree that each has read this lease; that prior to the execution of this lease, the Authority explains said lease, the Authority's Admissions and Occupancy Policy and the Grievance Procedure to the tenant and his household members in detail; that the parties fully understand all of the terms and provisions set forth herein; that all of the terms and provisions hereof represent and constitute the entire understanding and agreement of the parties and that there are no promises, terms, covenants, conditions, warranties, undertakings, or representations of either party to the other except as expressly set forth in this lease; that the parties find this lease to be in accordance with their respective understandings; and that the parties hereby voluntarily execute this lease.

Each party hereto acknowledges receipt of an executed copy of this lease on the date noted below. The Authority shall retain an executed copy of this lease in the tenant's file.

HOUSEHOLD MEMBERS RESIDING IN DWELLING UNIT

NAME	DATE OF BIRTH	SOCIAL SECURITY #	RELATIONSHIP
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BUTLER METROPOLITAN HOUSING AUTHORITY

By _____
Executive Director or Assignee

Tenant

Tenant

IN WITNESS WHEREOF, the parties have executed this lease agreement this

_____ day of _____, _____, at _____, Ohio.

APPENDIX H

**SCHEDULE OF UTILITIES IN EXCESS
OF SCHEDULED ALLOWANCE FOR UTILITIES**

SCHEDULE OF UTILITIES IN EXCESS OF SCHEDULES ALLOWANCE

Washer (automatic only) \$5.00 per month

Dryer \$5.00 per month

Freezer \$5.00 per month

Extra Refrigerator \$5.00 per month

Air Conditioners:

\$12.00 Each Unit - 1 Bedroom Apartment

\$14.00 Each Unit - 2 Bedroom Apartment

\$16.00 Each Unit - 3 Bedroom or More

APPENDIX I

**MAINTENANCE AND REHAB
RATE SCHEDULE**

**MAINTENANCE AND REHAB RATE SCHEDULE
FOR SERVICES AND REPLACEMENTS**

	MATERIAL COST	LABOR COST	LABOR HOURS
<u>REFRIGERATOR</u>			
Clean refrigerator			
Heavy		\$ 30.00	2.00
Medium		\$ 15.00	1.00
Light		\$ 7.50	0.50
Light switch	\$ 6.00	\$ 7.50	0.50
Cold Control Knob	\$ 20.00	\$ 3.75	0.25
Shelf Support	\$ 4.00	\$ 3.75	0.25
Refrig. door handle (any)	\$ 18.00	\$ 7.50	0.50
Kick plate	\$ 15.00	\$ 3.75	0.25
Shelf bar (any)	\$ 5.00	\$ 3.75	0.25
Shelf front support	\$ 8.00	\$ 3.75	0.25
Center support post	\$ 3.00	\$ 3.75	0.25
Crisper cover	\$ 18.75	\$ 3.75	0.25
Crisper pan - vegetable bin	\$ 16.00	\$ 3.75	0.25
Cold Control	\$ 22.00	\$ 7.50	0.50
Refrigerator	\$ 360.00	\$ 15.00	1.00
Shelf (rack)	\$ 5.00	\$ 3.75	0.25
<u>RANGE</u>			
Clean Range			
Heavy		\$ 60.00	4.00
Medium		\$ 30.00	2.00
Light		\$ 7.50	0.50
Oven control knob	\$ 4.60	\$ 3.75	0.25
Oven control complete thermostat	\$ 40.00	\$ 15.00	1.00
Oven door handle	\$ 8.00	\$ 7.50	0.50
Burner grates	\$ 8.00	\$ 3.75	0.25
Broiler Pan	\$ 18.00	\$ 3.75	0.25
8" drip pan	\$ 5.00	\$ 3.75	0.25
6" drip pan	\$ 5.00	\$ 3.75	0.25
6" electric burner unit-plug in	\$ 22.50	\$ 3.75	0.25
8" electric burner unit-plug in	\$ 25.00	\$ 3.75	0.25
Oven switch - electric	\$ 18.00	\$ 15.00	1.00
Surface oven switch	\$ 15.00	\$ 7.50	0.50
Burner knob	\$ 2.00	\$ 3.75	0.25
Burner assembly - gas	\$ 8.00	\$ 3.75	0.25
Range exhaust fan	\$ 22.00	\$ 15.00	1.00

Gas burner valve	\$ 8.60	\$ 7.50	0.50
Range hood	\$ 38.00	\$ 15.00	1.00
Range - gas	\$ 245.00	\$ 15.00	1.00
Range - electric	\$ 285.00	\$ 15.00	1.00

CABINETS/SINK FIXTURES

Clean kitchen cabinets/sink/fixtures

Heavy		\$ 30.00	2.00
Medium		\$ 15.00	1.00
Light		\$ 7.50	0.50
Clean One-Half bath			
Heavy		\$ 15.00	1.00
Medium		\$ 7.50	0.50
Light		\$ 3.75	0.25
Clean bathroom sink/fixtures			
Heavy		\$ 30.00	2.00
Medium		\$ 15.00	1.00
Light		\$ 7.50	0.50
Kitchen drawer	\$ 25.00	\$ 7.50	0.50
Drawer front - wood	\$ 20.00	\$ 7.50	0.50
Traverse Rod	\$ 16.00	\$ 7.50	0.50
Combination brackets per pair	\$ 2.50	\$ 3.75	0.25
Mailbox	\$ 15.00	\$ 7.50	0.50

ELECTRICAL

Appliance bulb	\$ 1.00	\$ 3.75	0.25
Light bulb	\$ 1.25	\$ 3.75	0.25
20 watt florescent (up to 24")	\$ 3.00	\$ 3.75	0.25
40 watt florescent (over 24")	\$ 5.00	\$ 3.75	0.25
U shaped florescent	\$ 7.50	\$ 3.75	0.25
Outlet (plug or switch)	\$ 2.00	\$ 7.50	0.50
Tube shade (medicine cabinet)	\$ 4.00	\$ 3.75	0.25
Exterior lantern	\$ 9.00	\$ 7.50	0.50
Kitchen light fixture	\$ 15.00	\$ 7.50	0.50
Living room light fixture	\$ 8.00	\$ 7.50	0.50
Switch and plug covers	\$ 1.00	\$ 3.75	0.25
Interior wall mount fixture	\$ 10.00	\$ 7.50	0.50
Porcelain pull fixture	\$ 5.00	\$ 7.50	0.50
Smoke detector, electric operated	\$ 12.00	\$ 3.75	0.25
Smoke detector, battery operated	\$ 10.00	\$ 3.75	0.25
*Smoke detector battery	\$ 1.50	\$ 3.75	0.25
Hall light fixture	\$ 10.00	\$ 7.50	0.50

*No charge for replacing existing battery.

Heat Lamp bulb (250 watt)	\$ 5.00	\$ 3.75	0.25
Replacement globe (round/square)	\$ 4.00	\$ 3.75	0.25
Replacement globe (oblong)	\$ 6.00	\$ 3.75	0.25
Flood light bulb	\$ 5.00	\$ 3.75	0.25
Wall thermostat	\$ 26.00	\$ 7.50	0.50
Bath exhaust fan - complete	\$ 30.00	\$ 15.00	1.00
Dryer vent kit	\$ 10.00	\$ 7.50	0.50

PLUMBING

Plastic soap dish	\$ 4.00	\$ 3.75	0.25
Spring roller	\$ 1.00	\$ 3.75	0.25
Toilet seat	\$ 7.50	\$ 7.50	0.50
Ceramic soap dish	\$ 7.50	\$ 7.50	0.50
Chrome soap dish	\$ 6.00	\$ 3.75	0.25
Towel bar	\$ 3.00	\$ 3.75	0.25
Towel bar set	\$ 7.50	\$ 7.50	0.50
Towel bar brackets	\$ 6.00	\$ 7.50	0.50
Basket strainers	\$ 5.00	\$ 3.75	0.25
Sink stopper	\$ 1.00	\$ 3.75	0.25
Commode only (no tank)	\$ 29.00	\$ 15.00	1.00
Tank only	\$ 50.00	\$ 15.00	1.00
Flush handle	\$ 7.00	\$ 3.75	0.25
Shower curtain rod/brackets	\$ 5.00	\$ 3.75	0.25
Kitchen faucet	\$ 32.00	\$ 15.00	1.00
Lavatory faucet with pop-up	\$ 37.50	\$ 15.00	1.00
Used commode, if available	\$ 40.00	\$ 22.50	1.50
New commode floor mount	\$ 79.00	\$ 30.00	2.00
Commode tank cover	\$ 11.00	\$ 3.75	0.25
Toilet paper holder/roller	\$ 5.00	\$ 7.50	0.50
Caulk around tub	\$ 2.00	\$ 7.50	0.50
Medicine cabinet	\$ 48.00	\$ 15.00	1.00
Medicine cabinet shelves	\$ 4.00	\$ 3.75	0.25
Bathroom sink-includes plumbing	\$ 40.00	\$ 15.00	1.00
Bathroom sink (used), if available	\$ 20.00	\$ 15.00	1.00
Unstop drain (any)		\$ 11.25	0.75
Unstop commode		\$ 11.25	0.75
Pull and reset toilet		\$ 30.00	2.00
New Commode Wall Mount	\$ 200.00	\$ 30.00	2.00

FLOORS

Strip floors:

Efficiency		\$ 82.50	5.50
1 Bedroom		\$ 105.00	7.50
2 Bedroom		\$ 225.00	15.00

3 Bedroom	\$ 270.00	18.00
4 Bedroom	\$ 270.00	18.00
5 Bedroom	\$ 300.00	20.00

Mop and wax floors:

Efficiency	\$ 11.25	0.75
1 Bedroom	\$ 15.00	1.00
2 Bedroom	\$ 18.75	1.25
3 Bedroom	\$ 22.50	1.50
4 Bedroom	\$ 30.00	2.00
5 Bedroom	\$ 37.50	2.50
Tile	\$1.00 each	

PAINT ENTIRE UNIT - HIGH RISES

	<u>One Coat</u>	(HRS)	<u>Two Coats</u>	(HRS)
Efficiency	\$ 230.00	\$ 14.00	\$ 305.00	19.00
1 Bedroom	\$ 230.00	\$ 14.00	\$ 305.00	19.00
2 Bedroom	\$ 230.00	\$ 14.00	\$ 305.00	19.00

PAINT ENTIRE UNIT - FAMILY SITES

1 Bedroom	\$ 230.00	\$ 14.00	\$ 350.00	19.00
2 Bedroom	\$ 250.00	\$ 16.00	\$ 425.00	23.00
3 Bedroom	\$ 260.00	\$ 17.00	\$ 450.00	25.00
4 Bedroom	\$ 260.00	\$ 19.00	\$ 450.00	27.50
5 Bedroom	\$ 260.00	\$ 19.00	\$ 450.00	27.50

CARPET/WALLPAPER REMOVAL

Remove carpet-taped down-per room	\$ 60.00	4.00
Remove carpet-glued down-per room	\$ 120.00	8.00
Remove wallpaper-per room	\$ 60.00	4.00

DOORS

Hollow Core Birch Door	\$ 37.50	\$ 45.00	3.00
Interior Door knob set (pass lock)	\$ 6.00	\$ 3.75	0.25
Mortise Lock set	\$ 165.00	\$ 15.00	1.00
Deadbolt less core	\$ 51.50	\$ 7.50	0.50
Strike Plate	\$ 2.00	\$ 3.75	0.25
Peep Hole	\$ 2.00	\$ 3.75	0.25

Door Bell	\$ 8.00	\$ 7.50	0.50
Cylinder for lock	\$ 20.00	\$ 7.50	0.50
Door stop	\$ 1.00	\$ 3.75	0.25
Closet door knob pull	\$ 2.00	\$ 3.75	0.25
Hollow core door-used if available	\$ 15.00	\$ 15.00	1.00
Weather-strip for door	\$ 10.00	\$ 15.00	1.00
Throw-Deadbolt 70-012	\$ 9.00	\$ 7.50	0.50
Best Lock Set-Ext. 70-108 (less core)	\$ 56.00	\$ 3.75	0.25
Closet rod	\$ 6.00	\$ 3.75	0.25

STORM DOOR

Storm Door replacement	\$ 200.00	\$ 30.00	2.00
Closure	\$ 8.00	\$ 11.25	0.75
Screen insert/frame/spline/wire	\$ 25.00	\$ 3.75	0.25
Storm door/screen/spline	\$ 8.00	\$ 7.50	0.50
Safety chain	\$ 2.00	\$ 3.75	0.25
Latch/handle	\$ 8.00	\$ 3.75	0.25
Patio screen door/frame/spline/wire	\$ 40.00	\$ 7.50	0.50
Patio screen door repair, screen and spline	\$ 18.00	\$ 7.50	0.50
Security Screen 0-28Wile	\$ 85.00	Labor/Material	

STORM SCREEN AND FRAME

All sites - adjustable screen	\$ 5.00	\$ 3.75	0.25
All sites - window screen	\$ 8.00	\$ 7.50	0.50
All sites - screen and frame	\$ 22.00	\$ 3.75	0.25

GLASS WINDOWS AND DOORS

Clean windows/tracks/frames:			
Efficiency		\$ 7.50	0.50
1 Bedroom		\$ 18.75	1.25
2 Bedroom		\$ 22.50	1.50
3 Bedroom		\$ 33.75	2.25
4 Bedroom		\$ 41.25	2.75
5 Bedroom		\$ 52.50	3.75
All sites - window glass repair	\$ 14.00	\$ 11.25	0.75
12/18 Bath Mirror/handles	\$ 10.00	\$ 3.75	0.25
9 x 13 Plexiglas (Thermopane) insulated glass- cost per contractor	\$ 3.00	\$ 3.75	0.25
Window Latches	\$ 5.00	\$ 3.75	0.25
Window Balances	\$ 6.00	\$ 7.50	0.50

KEY SERVICES

Purchase key	\$ 2.25	\$ 3.75 (ADA delivery) (Pick up Central office)	0.25
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Change core/price per core	\$ 17.00	\$ 3.75	0.25
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OTHER SERVICES

Lock-out service - regular working hours		\$ 7.50	0.50
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Lockout services - after regular working hours		\$ 30.00	2.00
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Remove debris		100% labor	
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Set outs		\$ 60.00	4.00
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*Purchase of interior wall paint/gallon	\$ 9.00	\$ 3.75 delivery	0.25
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OTHER REPAIRS

Charges for all other repairs not listed in this Maintenance and Rehab rates schedule is \$15.00 per hour plus reasonable material charges. Minimum time charged 1/4 hour or \$3.75.

OVERTIME RATES

Labor charges on resident caused emergency service not during normal working hours is charged at twice the \$15.00 hourly rate (\$30.00). Anything over two (2) hours will be charged at 1.5 times minimum hourly rate.

LAWN MOWING/TRIMMING	\$40.00/occurrence
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ADDITIONAL LAWN WORK	100% LABOR
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EXTERMINATION - EXTRA TREATMENT IF REQUIRED	\$ 25.00
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STORAGE OF FURNITURE AND RESIDENT'S PERSONAL PROPERTY

Refer to the policy attached as a part of this Schedule.

*Paint – one gallon per room provided at no charge to resident once every five (5) years upon request at annual inspection.

Additional paint billed at cost shown above.

Maintenance Wages average as of January 1, 2000 without longevity

$$\begin{array}{r} 8.57 \\ 8.98 \\ \hline 10.71 \\ 28.26 \div 3 = \quad \$9.42 \end{array}$$

Benefits Average

Health	$849.31 \times 12 \div 52 \div 40 =$	\$4.90
PERS.	$9.42 \times 40 \times 52 \times 8.5\% \times 1.5941 =$	\$ 1.28
Medicare		
OBES		
Workers Comp.		
TOTAL		\$15.60

**ADMINISTRATIVE PLAN
STORAGE OF FURNITURE AND RESIDENT PERSONAL PROPERTY
RESIDENT ABANDONING THE DWELLING UNIT**

The tenant agrees to authorize the Authority to dispose of any personal property left on the premises or Community by tenant after vacating said premises. Any charge for cleanup or removal by the Authority is established in the Admission and Continued occupancy Policy, posted in the Authority's Central Office. In the even that the tenant does not actually reside in the premises for 30 days and leaves the same unoccupied by absence, the Authority shall take steps to terminate the lease upon compliance with proper notice procedures unless specific permission is granted by the Executive Director or Assignee.

Vacating Residents shall be assessed specific charges for moving and storage of any furniture and/or personal property left on the premises after the Resident abandons their dwelling unit.

TO BE NOTED: Court Judgement (Eviction) will require each Resident or the Authority to remove all items from the dwelling unit and set the items on the street. Resident turning in their keys at move-out have indicated they have removed all their items from the dwelling unit.

STORAGE OF FURNITURE AND RESIDENT PERSONAL PROPERTY

Vacating Residents shall be assessed specific charges for moving and storage of any furniture and/or personal property left on the premises after the Resident abandons their dwelling unit.

THEREFORE: This administrative plan, Storage of Furniture and Resident Personal Property doesn't apply to Evictions or Residents who turn in their keys at move-out, only to Residents who abandon their dwelling unit.

Personal property is herein defined as clothing, hard food items, small appliances and any other item not defined as furniture.

Should the condition of each item of furniture and/or personal property be broken, inoperable or otherwise destroyed or have a market value of less than \$1.00 per item, the Authority will immediately remove the items by depositing them in dumpsters for removal to a public landfill.

Each item of furniture and/or personal property over \$1.00 per item, in value will be cataloged, placed in containers, sealed and marked with the Vacating Resident's name, Address and date the Authority discovered the dwelling unit was abandoned.

Charges to move the furniture and/or personal property from the dwelling unit to the storage facility will be assessed against the Vacating Resident by the current hourly rate of authority Janitor Personnel at the number required to make the move, plus the hourly rate of a Maintenance Supervisor.

Should the Butler Metropolitan Authority find it necessary, an outside contractor may be hired to move the furniture and/or personal property from the dwelling unit to the storage facility.

A charge of \$3.00 per day will be charged for storage, the first day of storage charge is to be the date of move-out, eviction or abandonment. The furniture and/or personal property will be stored for a period of 30 days.

If the furniture is claimed within 30 days, the Vacating Resident must pay to the Butler Metropolitan Housing Authority a sum of money, in the form of a money order or cashiers check, for moving costs and storage charges. The Authority will then release the stored furniture and/or personal property items to the Vacating Resident.

If the furniture and/or personal property is not claimed in 30 days, the Butler Metropolitan Housing Authority will sell the furniture and/or personal property at public auction.

APPENDIX J

RETRO RENT COLLECTION POLICY

Retro rent is considered the same as rent; therefore, any retro rent balance owed must be paid in full during the month it is due, unless an installment plan has been approved. An extended payment plan may be set up on monthly installments based on the approved repayment schedule formula.

Agreement for payment of retro active rent charges must be signed by the lease holders and witnessed by Authority personnel.

Only one (1) agreement may be in effect at a time.

Minimum payment amount is \$15.00 per month

Retro Rent Repayment Formula

1. Determine current gross income from "Rent Subsidy Report".
2. Divide Gross income by 12 and multiply by:
5% if gross income is between \$0 and \$4999.
7.5% if gross income is between \$5000 and \$9,999.
10% if gross income is between \$10,000 and up.
(Determines monthly maximum charge)
3. Divide Retro Rent amount by 12.
4. Measure result against \$15.00 per month minimum. If charge is less than \$15.00 per month, charge \$15.00. If charge is more than \$15.00 per month, use the lower of (2) or (3) above.
5. Round up the selected charge to the nearest \$1.00.

Maintenance Charge Repayment Agreement

Maintenance charges are charges owed to the Authority for work performed by the maintenance department, contractors or others and assessed to the tenant for repairs beyond normal wear and tear.

Therefore, any maintenance charge owed must be paid in full during the month when it is due unless an installment plan has been approved.

Agreement for payment of maintenance charges must be signed by the leaseholders and witnessed by Authority personnel.

Only one (1) agreement may be in effect at a time per occurrence.

Minimum monthly payment amount is \$25.00.

Only charges billed with an amount that meets or exceeds \$50.00 will be eligible for an extended agreement.