

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2002

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

PHA Plan Agency Identification

PHAName: Housing Authority of the City of Bloomington

PHANumber: IL051

PHAFiscalYearBeginning:(mm/yyyy) 01/2002

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)

5-YEAR PLAN
PHAF ISCAL YEARS 2000 -2004
[24CFRPart903.5]

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)

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 EN COURAGED 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 space 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 placement 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 assistances 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)

AnnualPHAPlan
PHAFiscalYear2002
[24CFRPart903.7]

i. AnnualPlanType:

SelectwhichtypeofAnnualPlanthePHAwillsubmit.

StandardPlan

StreamlinedPlan:

- HighPerformingPHA**
 SmallAgency(<250PublicHousingUnits)
 AdministeringSection8Only

TroubledAgencyPlan

ii. ExecutiveSummaryoftheAnnualPHAPlan

[24CFRPart903.79(r)]

ProvideabriefoverviewoftheinformationintheAnnualPlan,includinghighlightsofmajor initiativesand discretionarypoliciessthePHAhasincludedintheAnnualPlan.

TheHousingAuthorityoftheCityofBloomingtonFY2002Annual Planisbasedonthepremisethatifweaccomplishourgoalsand objectiveswewillbeworkingtowardstheachievementofourmission.

Theplans,statements,budgetsummary,policies,etc.setforthinthe AnnualPlanallleadtowardstheaccomplishmentofourgoalsand objectives.Takenasawhole,theyoutlineacomprehensiveapproach towardsourgoalsandobjectivesandareconsistentwiththe ConsolidatedPlan.HerearejustafewhighlightsofourAnnualPlan:

- **Expandtherangeandqualityofhousingchoicesavailableto participantsintheHousingAuthority'stenant-basedassistance program.Wehaveacquiredadditionalvoucherstargetedto homelesspopulationundertheMayor'sManorproject.**
- **Continueprojecttoconvertefficiencyunitstargetedforseniorand disabledpopulationintolargerunitsthataremoremarketable.**
- **Increasehousingchoicesbyimplementinganewmarketplanfor outreachtoseniorsinruralareasandtheexpansionofaffordable, accessiblehousingtopersonswithdisabilities.**

- We have adopted an aggressive screening policy for public housing to ensure to the best of our ability that new admissions will be good neighbors. In our Section 8 program, we are screening applicants to the fullest extent allowable while not taking away the ultimate responsibility from the landlord.

In summary, we are on course to improve the condition of affordable housing for the Housing Authority of the City of Bloomington.

iii. Annual Plan Table of Contents

[24CFR Part 903.79(r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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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 filename in parentheses in the space to the right of the title.

Required Attachments:

- (IL051a02) Admissions Policy for Deconcentration
- FY2000 Capital Fund Program Annual Statement
- Most recent board -approved operating budget (Required Attachment for PHAs that are trouble or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart
- FY2000 Capital Fund Program 5 Year Action Plan
- (IL051b02) 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)
 (IL051c02) Resident Assessment Follow Up Plan 2000
 (IL051d02) Progress Statement
 (IL051e02) Resident Membership on Board
 (IL051f02) Resident Advisory Board

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
	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	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 jurisdiction 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 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
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	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	incomemixing analysis	
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 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
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPEVI applications or, if more recent, approved or submitted HOPEVI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	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
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self - Sufficiency
X	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
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.79(a)]

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	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	2,484	5	4	4	5	3	4
Income > 30% but <= 50% of AMI	3,139	5	4	4	4	4	4
Income > 50% but < 80% of AMI	4,432	2	2	1	4	3	2
Elderly		1	1	4	3	5	2
Families with Disabilities		4	4	4	4	4	4
Race/Ethnicity: Black		5	3	N/A	N/A	4	N/A
Race/Ethnicity							

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

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:
- 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) McLean County Assessment 2000

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 the option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input 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

HousingNeedsofFamiliesontheWaitingList			
Waitinglisttotal	276		Datanottracked
Extremelylow income<=30%AMI			
Verylowincome (>30%but<=50%AMI)			
Lowincome (>50%but<80%AMI)			
Familieswith children	220	80%	
Elderlyfamilies	9	.03%	
Familieswith Disabilities	23	.08%	
Race/ethnicity (White)	97	35%	
Race/ethnicity (Black)	179	65%	
Race/ethnicity			
Race/ethnicity			
Characteristicsby BedroomSize (PublicHousing Only)			
1BR			
2BR			
3BR			
4BR			
5BR			
5+BR			
Isthewaitinglistclosed(selectone)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
Ifyes:1m onth			
Howlonghasitbeenclosed(#ofmonths)?1month			
DoesthePHAexpecttoreopentheListinthePHAPlanyear? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
DoesthePHApermitspecificcategoriesoffamiliesontothewaitinglist,evenif generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			

HousingNeedsofFamiliesontheWaitingList

HousingNeedsofFamiliesontheWaitingList			
Waitinglisttype:(selectone)			
<input type="checkbox"/> Section8tenant -basedassistance			
<input checked="" type="checkbox"/> PublicHousing			
<input type="checkbox"/> CombinedSection8andPublicHousing			
<input type="checkbox"/> PublicHousingSite -Basedorsub -jurisdictionalwaitinglist(optional) Ifused,identifywhichdevelopment/subjurisdiction:			
	#offamilies	%oftotalfamilies	AnnualTurnover
Waitinglistt otal	44		Datanottracked
Extremelylow income<=30%AMI	40	91%	
Verylowincome (>30%but<=50%AMI)	4	9%	
Lowincome (>50%but<80%AMI)			
Familieswith children	28	64%	
Elderlyfamilies	2	5%	
Familieswith Disabilities	7	16%	
Race/ethnicity (White)	20	46%	
Race/ethnicity (Black)	23	52%	
Race/ethnicity (other)	1	2%	
Race/ethnicity			
Characteristicsby BedroomSize (PublicHousing Only)			
1BR	16	36%	
2BR	15	34%	
3BR	10	23%	
4BR	3	7%	
5BR			
5+BR			

Housing Needs of Families on the Waiting List	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
If yes:	
How long has it been closed (# of months)?	
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Does the PHA permit specific categories of families on the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.

Affordable housing for families with children and disabled is needed in Bloomington, Illinois. It is the goal of the Housing Authority to expand the range and quality of housing choices by increasing the number of vouchers for participants in the tenant -based assistance program. Further, we plan to apply for a HOPE VI grant, if available by HUD to address an obsolete development of public housing. This would improve the quality of life and provide for creative housing opportunities in the community.

(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 financed development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease -uprates 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 -uprates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease -uprates 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)

Strategy2:Increase thenumberofaffordablehousingunitsby:

Selectallthatapply

- Applyforadditionalsection8unitsshouldtheybecomeavailable
- Leverageaffordablehousingresourcesinthecommunitythroughthecreation ofmixed -financehousing
- PursuehousingresourcesotherthanpublichousingorSection8tenant -based assistance.
- Other:(listbelow)

EstablishandenhanceourworkingrelationshipwiththeCommunityDevelopment Division,developers,Youthbuild,banksandotherfinancialinstitutions.

Need:SpecificFamilyTypes:Familiesatorbelow30%ofmedian

Strategy1:Target availableassistancetofamiliesatorbelow30%ofAMI

Selectallthatapply

- ExceedHUDfederaltargetingrequirementsforfamiliesatorbelow30%ofAMI inpublichousing
- ExceedHUDfederaltargetingrequirements forfamiliesatorbelow30%ofAMI intenant -basedsection8assistance
- Employadmissionspreferencesaimedatfamilieswiththeeconomichardships
- Adoptrentpoliciesstosupportandencouragework
- Other:(listbelow)

Need:SpecificFamilyTypes:Familiesatorbelow50%ofmedian

Strategy1:Targetavailableassistanceto familiesatorbelow50%ofAMI

Selectallthatapply

- Employadmissionspreferencesaimedatfamilieswhoareworking
- Adoptrentpoliciesstosupportandencouragework
- Other:(listbelow)

Need:SpecificFamilyTypes:TheElderly

Strategy1: Targetavailableassistancetotheelderly:

Selectallthatapply

- Seekdesignationofpublichousingfortheelderly
- Applyforspecial -purposevoucherstargetedtotheelderly,shouldtheybecome available
- Other:(listbelow)

Affirmatively market to agencies that assist the elderly .
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 voucher 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

[24CFR Part 903.79(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 support services, Section 8 tenant-based assistance, Section 8 support services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)	1,301,536	
a) Public Housing Operating Fund	1,092,887	
b) Public Housing Capital Fund		
c) HOPEVI Revitalization		
d) HOPEVI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,048,629	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	157,243	
g) Resident Opportunity and Self-Sufficiency Grants	150,000	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
j) Housing Choice Voucher Family Self-Sufficiency	45,919	Section 8 Supportive Services
k) Service Coordinator	48,740	P.H. Supportive Services

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1) Economic Development Supportive Services	15,800	P.H. Supportive Services
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	934,493	
4. Other income (list below)		
4. Non -federal sources (list below)		
Total resources		

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24CFR Part 903.79(c)]

A. Public Housing

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

(1) Eligibility

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

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (one month)
- Other: (at time of application)

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (credit history, home visit)

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

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

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

(2) Waiting List Organization

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

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

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

- PHA main administrative office
- PHA development site management office
- Other (list below)

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

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

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

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

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

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/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 transfer 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)

This is done on a ratio of 1 transfer per 4 new admissions.

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
- Household that contribute to meeting income goals (broad range of incomes)
- Household that contribute to meet income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisal or hate crimes
- Other preference(s) (list below)
 - medical expenses over 39% of income
 - under risk of children being removed from home
 - currently in school or training

3. If the PHA will employ admission 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 points 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)
- 2 Victims of domestic violence
- 3 Substandard housing
- 1 Homelessness
- 3 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)
medical expenses over 3% of income
under risk of children being removed from home

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 (tenant handbook)

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

- At an annual reexamination and lease renewal
- Anytime 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) development strategies 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 income mixing?

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

- Adoption of site based waiting lists
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- Other (list policies and development targeted below)

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

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

- Additional affirmative marketing
- Actions to improve the market ability 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:
Evergreen

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: PHA 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)
- previous addresses
- name of current & prior landlord
- tenant history

(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
 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:

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

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

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

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing
Owner, Inaccessibility, Property Disposition) using
 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

- Householdsthatcontributetomeetingincomegoals(broadrangeofincomes)
- Householdsthatcontributetomeetingincomerequirements(targeting)
- Thosepreviouslyenrolledineducational,training,orupwardmobilityprograms
- Victimsofreprisalsorhatecrimes
- Otherpreference(s)(listbelow)

3.IfthePHAwillemployadmissionspreferences,pleaseprioritizebyplacinga“1”inthepacethatrepresentsyourfirstpriority,a“2”intheboxrepresentingyour second priority,andsoon.Ifyougiveequalweighttooneormoreofthese choices(either throughanabsolutehierarchyor throughapointsystem),placethesamenumbernextto each.Thatmeansyoucanuse“1”morethanonce,“2”more thanonce,etc.

DateandTime

FormerFederalpreferences

- InvoluntaryDisplacement(Disaster,GovernmentAction,ActionofHousing Owner,Inaccessibility,PropertyDisposition)
- Victimsofdomesticviolence
- Substandardhousing
- Homelessness
- Highrentburden

Otherpreferences(selectallthatapply)

- Workingfamiliesandthoseunabletoworkbecauseofageordisability
- Veteransandveterans’families
- Residentstholiveand/orworkinyourjurisdiction
- Thoseenrolledcurrentlyineducational,training,orupwardmobilityprograms
- Householdsthatcontributetomeetingincomegoals(broadrangeofincomes)
- Householdsthatcontributetomeetingincomerequirements(targeting)
- Thosepreviouslyenrolledineducational,training,orupwardmobility programs
- Victimsofreprisalsorhatecrimes
- Otherpreference(s)(listbelow)

4.Amongapplicantsonthewaitinglistwiththeequalpreference status,howare applicantsselected?(selectone)

- Dateandtimeofapplication
- Drawing(lottery)orotherrandomchoicetechnique

5.IfthePHAplanstoemploypreferencesfor“residentstholiveand/orworkinthe jurisdiction”(selectone)

- ThispreferencehaspreviouslybeenreviewedandapprovedbyHUD

The PHA requests approval for this preference through this PHA Plan

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

The PHA applies preferences within income tiers

Not applicable: the pool of applicant families ensure 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 admission 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 program to the public?

Through published notices

Other (list below)

4. PHA Rent Determination Policies

[24CFR Part 903.79(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---

- ThePHAemploysdiscretionarypoliciesfordeterminingincomebasedrent(If selected,co ntinuetoquestionb.)

b. Minimum Rent

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

- \$0
 \$1-\$25
 \$26-\$50

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

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 exclusion policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member
 For increases in earned income
 Fixed amount (other than general rent -setting policy)
If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent -setting policy)
If yes, state percentage/s and circumstances below:

- For household heads
 For other family members
 For transportation expenses
 For the non-reimbursed medical expenses of non-disabled or non-elderly families

- Other(describe below)
 - uniform expenses
 - union dues
 - income tax deductions

e. Ceiling rents

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

- Yes for all developments
- Yes but only for some developments
- No

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

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

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

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent redetermination:

1. Between income re-examinations, 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
- Anytime the family experiences an income increase

Anytime a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) _____

Other (list below)
anytime the family experiences an income decrease

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.)

- This 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 in to 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)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area

- ThePHAhaschosentoserveadditionalfamiliesbyloweringthepayment standard
- Reflectsmarketorsubmarket
- Other(listbelow)

c.IfthepaymentstandardishigherthanFMR,whyhasthePHAchosenthislevel?
(selectallthatapply)

- FMRsarenotadequatetoensuresuccessamong assistedfamiliesinthePHA's segmentoftheFMRarea
- Reflectsmarketorsubmarket
- Toincreasehousingoptionsforfamilies
- Other(listbelow)

d.Howoftenarepaymentstandardsreevaluatedforade quacy?(selectone)

- Annually
- Other(listbelow)

e.WhatfactorswillthePHAconsiderinitsassessmentoftheadquacyofitspayment standard?(selectallthatapply)

- Successratesofassistedfam ilies
- Rentburdensofassistedfamilies
- Other(listbelow)

(2)MinimumRent

a.WhatamountbestreflectsthePHA'sminimumrent?(selectone)

- \$0
- \$1-\$25
- \$26-\$50

b. Yes No: HasthePHAadoptedanydiscretionaryminimumrenthardship exemptionpolicies?(ifyes,listbelow)

5.OperationsandManagement

[24CFRPart903.79(e)]

ExemptionsfromComponent5:Highperforming andsmallPHAsarenotrequiredtocompletethis section.Section8onlyPHAsmustcompletepartsA,B,andC(2)

A.PHAManagementStructure

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.HUDProgramsUnderPHAManagement

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		
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs (list individually)		

C.ManagementandMaintenancePolicies

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)

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24CFRPart903.79(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 24CFR Part 966, Subpart B, for residents of public housing?

If yes, list addition to federal requirements below:

2. Which PHA offices should residents or applicant 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 addition to federal requirements below:

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

- PHA main administrative office
 Other (list below)

7. Capital Improvement Needs

[24CFRPart903.79(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: PHA 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 PI antemplate **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 there)

**PHA Plan
Table Library**

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

**Annual Statement
Capital Fund Program (CFP) Part I: Summary**

Capital Fund Grant Number 501 -02 FFY of Grant Approval: (09-2002)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGPF Funds	0
2	1406 Operations	0
3	1408 Management Improvements	\$26,500
4	1410 Administration	\$109,000
5	1411 Audit	0
6	1415 Liquidated Damages	0

Table Library

7	1430FeesandCosts	\$78,000
8	1440SiteAcquisition	0
9	1450SiteImprovement	0
10	1460DwellingStructures	\$843,387
11	1465.1DwellingEquipment -Non-expendable	\$10,000
12	1470Non -dwellingStructures	0
13	1475Non -dwellingEquipment	0
14	1485Demolition	0
15	1490ReplacementReserve	0
16	1492MovingtoWorkDemonstration	0
17	1495.1RelocationCosts	\$2,000
18	1498ModUsedforDevelopment	0
19	1502Contingency	\$20,000
20	AmountofAnnualGrant(Sumoflines2 -19)	\$1,092,887
21	Amountoffline20Related toLBPActivities	0
22	Amountoffline20RelatedtoSection504Compliance	\$60,000
23	Amountoffline20RelatedtoSecurity	0
24	Amountoffline20RelatedtoEnergyConservation Measures	100,000

**AnnualStatement
CapitalFundProgram(CFP)PartII:SupportingTable**

FFY:2,001

Development Number/Name HA-WideActivities	GeneralDescriptionofMajorWork Categories	Development Account Number	Total Estimated Cost
IL51 -1 SunnysideCourts	Plumbing,kitchen,baths,electrical,interior exteriorrehab,landscapingandasbestos removal	1460	\$200,000
IL51-2 JohnKaneHomes	Plumbing,kitchen,baths,electrical,interior rehab,landscaping,andasbestosremoval	1460	\$100,000
IL51-3E Wood Hill Towers, S.	Electrical, plumbing, painting, interior rehab.	1460	\$9,994
IL51-3F Wood Hill Family	Doors, windows, asbestos removal, interior, exterior rehab.	1460	\$100,000

IL51-4E Wood Hill Towers, N.	Electrical, plumbing, painting, and interior, exterior rehab.	1460	\$420,000
IL51-5 Irvin, Nierstheimer, McGraw	Kitchen cabinets, fire alarms, levered lock-sets, carpets, garage doors, and A/C	1460	\$17,393
PHA Wide	A/E Fees	1430	\$78,000
PHA Wide	Relocation Costs	1495.1	\$2,000
PHA Wide	Contingency	1502	\$20,000
PHA Wide	Preventive Maintenance Program and Training	1408	\$3,000
PHA Wide	Professional Staff Development	1408	\$6,000
PHAWide	RefrigeratorsandStoves	1465.1	\$10,000
PHA Wide	Resident Training	1408	\$2,000
PHA Wide	Computer Systems, Upgrades and Training; Copy Machine and Supplies	1408	\$5,000
PHA Wide	Modernization Staff Professional Training	1408	\$6,000
PHA Wide	Gasoline and Insurance for Mod. Dept. Vehicle	1408	\$2,000
PHA Wide	Cell Phone and Pager for Mod. Department	1408	\$2,500
PHA Wide	Salary and Benefits of Full-time Modernization Coordinator & Secretary	1410	\$109,000
			Total \$1,092.887

AnnualStatement
CapitalFundProgram(CFP)P artIII:ImplementationSchedule

Development Number/Name HA-WideActivities	AllFundsObligated (QuarterEndingDate)	AllFundsExpended (QuarterEndingDate)
IL51 -1 HoltonHomes, SunnysideCourts, Evergreen	4-30-2004	4-30-2005
IL51-2 JohnKaneHomes	4-30-2004	4-30-2005
IL51-3E Wood Hill Towers, S.	4-30-2004	4-30-2005
IL51-3F Wood Hill Family	4-30-2004	4-30-2005
IL51-4E Wood Hill Towers, N.	4-30-2004	4-30-2005
IL 51-5 Irvin, Nierstheimer, McGraw	4-30-2004	4-30-2005

(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 as Attachment (state name

-or-

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

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	
IL51-1	Sunnyside Courts, Holton Homes Evergreen Place	1	1%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Update plumbing, electrical; kitchen cabinets, flooring, painting, landscaping, siding, and interior/exterior rehab.			\$200,000	2003
Update plumbing, electrical; kitchen cabinets, flooring, painting, landscaping, siding, and interior/exterior rehab.			\$200,000	2004
Update plumbing, electrical; kitchen cabinets, flooring, painting, landscaping, siding, and interior/exterior rehab.			\$200,000	2005
Update plumbing, electrical; kitchen cabinets, flooring, painting, landscaping, siding, and interior/exterior rehab.			\$200,000	2006

Totalestimatedcostovernext5years	\$800,000	
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Optional5 -YearActionPlanTables				
Development Number	DevelopmentName (orindicatePHAwide)	Number Vacant Units	%Vacancies inDevelopment	
IL51-2	JohnKane	0	0%	
DescriptionofNeededPhysicalImprovementsorManagement Improvements			Estimated Cost	PlannedStartDate (HAFiscalYear)
Electric,plumbing,kitchen,painting,interiorrehab,asbestosremoval,and landscaping			\$100,000	2003
Electric,plumbing,kitchen,painting,interiorrehab,asbestosremoval,and landscaping			\$100,000	2004
Electric,plumbing,kitchen,painting,interiorrehab,asbestosremoval,and landscaping			\$100,000	2005
Electric,plumbing,kitchen,painting,interiorrehab,asbestosremoval,and landscaping			\$100,000	2006
Totalestimatedcostovernext5years			\$400,000	

Optional5 -YearActionPlanTables				
Development Number	DevelopmentName (orindicatePHAwide)	Number Vacant Units	%Vacancies inDevelopment	
IL51-3E IL51-3F	WoodHillTowers,S.and WoodHillFamily	50	25%	
DescriptionofNeededPhysicalImprovements orManagement Improvements			Estimated Cost	PlannedStartDate (HAFiscalYear)
3E-Replaceelectrical,plumbing,painting,carpeting,interiorrehab.			\$9,994	2003
3F-Replaceinteriordoors, windows,floors,asbestosremoval,siding, landscaping,andinteriorrehab.			\$100,000	2003
3E-Replaceelectrical,plumbing,painting,carpeting,interiorrehab.			\$9,994	2004
3F-Replaceinteriordoors, windows,floors,asbestosremoval,siding,			\$100,000	2004

landscaping, and interior rehab.		
3E-Replace electrical, plumbing, painting, carpeting, interior rehab.	\$9,994	2005
3F-Replace interior doors, windows, floors, asbestos removal, siding, landscaping, and interior rehab.	\$100,000	2005
3E-Replace electrical, plumbing, painting, carpeting, interior rehab, and office renovation.	\$99,994	2006
3F-Replace interior doors, windows, floors, asbestos removal, siding, landscaping, and interior rehab.	\$10,000	2006
Totalestimatedcostovernext5years	\$439,976	

Optional 5 - Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IL51-4E	Wood Hill towers, N.	37	23%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HAFiscal Year)
Replace electrical, plumbing, painting, carpeting, and interior rehab.			\$420,000	2003
Replace electrical, plumbing, painting, carpeting, and interior rehab.			\$420,000	2004
Replace electrical, plumbing, painting, carpeting, and interior rehab.			\$420,000	2005
Replace electrical, plumbing, painting, carpeting, and interior rehab.			\$420,000	2006
Totalestimatedcostovernext5years			\$1,680,000	

Optional 5 - Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IL51-5	Irvin, Nierstheimer, McGraw	0	0%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Install kitchen cabinets, levered lock -sets, fire alarms, and A/C			\$17,393	2003
Install kitchen cabinets, levered lock -sets, fire alarms, and A/C			\$17,393	2004
Install kitchen cabinets, levered lock -sets, fire alarms, and A/C			\$17,393	2005
Install kitchen cabinets, levered lock -sets, fire alarms, and A/C			\$17,393	2006
Total estimated cost over next 5 years			\$69,572	

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Optional 5 - Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
all	PHAWIDE	0	0%
Description of Needed Physical Improvements or Management Improvements			Estimated Cost
Administration			\$109,000
Management improvements			\$26,500
A/E Fees and costs			\$78,000
Dwelling equipment			\$10,000
Relocation			\$2,000
Contingency			\$20,000
Administration			\$109,000
Management improvements			\$26,500
A/E Fees and costs			\$78,000
Dwelling equipment			\$10,000
Relocation			\$2,000
Contingency			\$20,000
Administration			\$109,000
Management improvements			\$26,500
A/E Fees and costs			\$78,000
Dwelling equipment			\$10,000
Relocation			\$2,000
Contingency			\$20,000
Administration			\$109,000
Management improvements			\$26,500
A/E Fees and costs			\$78,000
Dwelling equipment			\$10,000
Relocation			\$2,000
Contingency			\$20,000
Totalestimatedcostovertnext5years			\$982,000

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- Revitalization Plans submitted, pending approval
- Revitalization Plan approved
- Activities pursuant to an approved Revitalization Plan underway

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

Yes No: d) Will the PHA be engaging in any mixed -financed 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

[24CFR Part 903.79(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.)

2. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name:
1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/>

Submitted, pending approval <input type="checkbox"/>
Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: (17/08/00)
5. Number of units affected:
6. Coverage of action (select one)
<input checked="" type="checkbox"/> Part of the development
<input type="checkbox"/> Total development
7. Timeline for activity:
a. Actual or projected start date of activity: 8/17/00
b. Projected end date of activity: 12/31/00

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

[24CFR Part 903.79(i)]

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

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

2. Activity Description

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

Designation of Public Housing Activity Description
1a. Development name:
1b. Development (project) number:
2. Designation type:
Occupancy by only the elderly <input 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 type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u> (DD/MM/YY)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously -approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant -Based Assistance

[24CFR Part 903.79(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 FY1996 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 FY1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete as 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

5.Total#ofPHAunits		5.640
6.DivideLine4byLine5	-Annualcostofoperatingby unit	6.\$8,853
7.DivideLine6by12	-MonthlycostofPHAunit	7.\$738

Section8Computation

8.Total#ofPHAunits		8.640
--------------------	--	-------

Lines9 -14 BreakdownofPHAunits bybedroomsize	Lines15 -20 FairMarketRents bybedroomsize	Line21 -26 TotalMonthlyoutlay bybedroomsize
--	---	---

Multiplyline9xLine15,10x16,11x17etc.Enterresultsonlines21		-26
---	--	-----

	#ofunits	monthlyFMR	
9.	0br218	15.3	21.654
10.	1br193	16.80	22.15440
11.	2br114	17.137	23.15618
12.	3br73	18.165	24.12045
13.	4br27	19.16	25.432
14.	5br8	20.0	26.0

27.Addlines21	-26fortotalmonthlycharge	27.\$44,189
---------------	--------------------------	-------------

28.Multiplyline27by12forannualcost		28.\$530,268
------------------------------------	--	--------------

29.Subtractrentalincome(line3)fromline28fortotalannual		29.\$404,813
--	--	--------------

30.Addtotalannualadministrativefee		30.\$212,736
------------------------------------	--	--------------

31.Addlines29plus30 (thisisthecostofconvertingtoSection8)		31.\$617,549
--	--	--------------

32.Divideline31byline5	-Annualcostofoperationbyunit	32.\$123,510
------------------------	------------------------------	--------------

33.Divideline32by12	-MonthlycostofSection8Unit	33.\$10,292
---------------------	----------------------------	-------------

Section8HAPcost

C.ReservedforConversionspursuanttoSection33oftheU.S.HousingActof 1937
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11.Homeownership Programs Administered by the PHA

[24CFR Part 903.79(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 home ownership programs administered by the PHA under an approved section 5(h) home ownership 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 home ownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z -4). (If "No", skip to component 11B; if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

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

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPEI <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 24CFR 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

[24CFR Part 903.79(1)]

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)?

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)

If no, list steps the PHA will take below:

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 1 2(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24CFR Part 903.79(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 area surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower -level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual level of violent and/or drug -related crime
- Other (describe below)

2. What information or data did the PHA use 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 crime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

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

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

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

2. Which developments are most affected? (list below)

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)

D. Additional information as required by PHDEP/PHDEP Plan

PHA eligible for FY2000 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 ePHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY2000 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: _____)

14. RESERVED FOR PET POLICY

[24CFR Part 903.79(n)]

15. Civil Rights Certifications

[24CFR Part 903.79(o)]

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

16. Fiscal Audit

[24CFR Part 903.79(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: 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

[24CFR Part 903.79(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)

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

18. Other Information

[24CFR Part 903.79(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?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
 Attached as Attachment (Filename)
 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:(listbelow)

B.DescriptionofElectionprocessforResidentsonthePHABoard

1. Yes No: DoesthePHAmeeethe exemptioncriteriaprovidedsection 2(b)(2)oftheU.S.HousingActof1937?(Ifno,continuetto question2;ifyes,skiptosub -componentC.)

2. Yes No: WastheresidentwhoservesonthePHABoarddelectedbythe residents?(Ifyes,continuettoquestion3;ifno,skiptosub - componentC.)

3.DescriptionofResidentElectionProcess

a.Nominationofcandidatesforplaceontheballot:(selectallthatapply)

- Candidateswerenominatedbyresident andassistedfamilyorganizations
- CandidatescouldbenominatedbyanyadultrecipientofPHAassistance
- Self-nomination:CandidatesregisteredwiththePHAandrequestedaplaceon ballot
- Other:(desc ribe)

b.Eligiblecandidates:(selectone)

- AnyrecipientofPHAassistance
- AnyheadofhouseholdreceivingPHAassistance
- AnyadultrecipientofPHAassistance
- Anyadultmemberofa residentorassistedfamilyorganization
- Other(list)

c.Eligiblevoters:(selectallthatapply)

- AlladultrecipientsofPHAassistance(publichousingandsection8tenant - basedassistance)
- RepresentativesofallPHAresidentandassistedfamilyorganizations
- Other(list)

C.StatementofConsistencywiththeConsolidatedPlan

ForeachapplicableConsolidatedPlan,makeethefollowingstatement(copyquestionsasmanytimesas necessary).

1.ConsolidatedPlanjurisdiction:(CityofBloomington)

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)

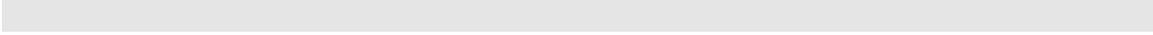
4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

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.



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 \$ _____

B. Eligibility type (Indicate with an "x") N1 _____ N2 _____ R X _____

C. FFY in which funding is requested \$157,243 _____

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

Our PHDEP Plan uses a multifaceted, comprehensive approach to attack the problems of illegal drugs. The program will reduce/eliminate drug use and drug related crime by providing additional hours of police patrols, community policing, a voluntary tenant patrol, job training, educational and employment opportunities, drug counseling, and drug education. An intensive drug intervention program will also provide a drug referral program and life skills training for adults.

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)
Wood Hill Towers	303	207
John Kane Homes	30	33
Sunnyside	100	282
Holton Homes	64	163
Evergreen Place	36	92
Wood Hill Family	50	134

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. PHDEPProgramHistory

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
XFY1996	\$248,380	IL06DEP0510196	\$0		11-08-98
XFY1997	\$189,900	IL06DEP0510197	\$0		12-03-99
XFY1998	\$189,900	IL06DEP0510198	\$0		11-23-00
XFY1999	\$140,762	IL06DEP0510199	\$40,562		01-05-02
XFY2000	\$146,703	IL06DEP0510100	\$146,703		07-31-02
XFY2001	\$157,243	IL06DEP051001	\$157,243		05-31-03

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.

B. PHDEP Budget Summary

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

FY_2002_PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 -Reimbursement of Law Enforcement	\$45,000
9120 -Security Personnel	
9130 -Employment of Investigators	
9140 -Voluntary Tenant Patrol	\$1,000
9150 - Physical Improvements	
9160 -Drug Prevention	\$106,475
9170 -Drug Intervention	\$3,283
9180 -Drug Treatment	
9190 -Other Program Costs	\$1,485
TOTAL PHDEP FUNDING	\$157,243

C. 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: \$45,000	
Goal(s)		1. A 5% reduction in Part I and Part II Crime Statistics for our targeted sites. 2. A 5% increase in the number of residents reporting they feel “more safe” to the questions in the Annual Resident Survey.					
Objectives		Provide 1,000 hours of above baseline police patrol throughout our family sites					
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1. Police Hireback Program			04-01-03	10-31-04	\$45,000	\$9,250	Crime statistics provided by the Bloomington Police Department. Results from the Annual Resident survey.

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.							

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.							

9140 - Voluntary Tenant Patrol					Total PHDEP Funding: \$1 ,000		
Goal(s)	1. 1.A5% reduction in Part I and Part II Crime Statistics for our senior high rises. 2. 2.A5% increase in the number of residents reporting they feel "more safe" to the questions in the Annual Resident Survey.						
Objectives	Provide 832 hours of voluntary patrol hours throughout the senior high rises						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Voluntary Tenant Patrol	207	Senior high rises -209	01-01-03	12-31-04	\$1,000	\$0	Crime statistics provided by the Bloomington Police Department. Results from the Annual Residents survey.

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 Indicators
1.							

9160 - Drug Prevention					Total PHDEP Funding: \$106,475		
Goal(s)	1.A5% reduction in Part I and Part II drug related crime statistics. 2.A5% increase in the grade point average of youth participating in tutoring, mentoring and youth activities. 3.A5% reduction in the number of youth dropping out or being expelled from school.						
Objectives	1. Provided drug education training for 40 public housing adults and youth. 2. Provide educational support for 60 public housing youth. 3. Provide cultural awareness and self -pride to 30 -40 African American youth in public housing. 4. Provide alternative activities for 200 public housing youth.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Resident Drug Education Seminars and Refusal Skills Training	40-60	Family sites -695	01-01-03	12-31-04	\$6,000	\$0	Crime statistics provided by the Bloomington Police Department.
2. Tutoring and Mentoring	60	Youth (ages 5 thru 17) - 236	01-01-03	12-31-04	\$6,000	\$8,000	Report cards from youth participating in youth activities.
3. Rites of Passage	30-40	Youth (12 thru 17) - 128	05-01-03	08-31-03	\$2,000	\$0	Report cards from youth participating in youth activities. Report from school board

							onnumberofyouth expelled/dropout.
4. YouthActivities:field trips,Boysand GirlsClub Camp,WorkCrews,and BoyScouts	200	Youth(ages 0thru17) - 359	01-01-03	12-31-04	\$10,000	\$200	Reportcardsfromyouth participatinginyouth activities. Reportfromschoolboard onnumberofyouth expelled/dropout.

9170 -DrugInterventi on					TotalPHDEPFunding:\$3,283		
Goal(s)	1. A5%reductioninPartIandPartIICrimeStatisticsforourtargetedsites. 2.A5%increaseintheaverageannualincomeofpublichousingresidents. 3.A5%increaseintheemploymentrateforpublicresidents						
Objectives	1. Providelifeskillstrainingto16 -20publichousingadultfemales. 2. Provide100 -150referralstolocalsocialserviceagencies.						
ProposedActivities	#of Persons Served	Target Population	StartDate	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.LifeSkillsTraining	16-20	Adult Females- 290	01-01-03	12-31-04	\$3,283	\$500	Crimestatisticsprovided bytheBloomington PoliceDepartment. HousingAuthorityreport onannualincomeand employmentfigure s.
2.SupportServices ReferralProgram	80-100	Allresidents -904	01-01-32	12-31-04	\$0	\$0	Crimestatisticsprovided bytheBloomington PoliceDepartment. HousingAuthorityreport onannualincomeand employmentfigures.

9180 -DrugTreatment					TotalP HDEPFunding:\$		
Goal(s)							
Objectives							
ProposedActivities	#of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.							

9190 -OtherProgramCosts					TotalP HDEPFunds:\$1,485		
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Goal(s)	1. A 5% increase in the employment rate for public residents. 2. A 5% increase in the average annual income of public housing residents.						
Objectives	Employ public housing residents to conduct Annual Resident Survey.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Employ residents to conduct Annual Resident Survey			01-01-02	03-01-02	\$6,485	\$0	Housing Authority report on annual income and employment figures.

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 activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g. Budget Line Item #9120</i>	<i>Activities 1,3</i>		<i>Activity 2</i>	
9110	Activity 1	\$9,250	Activity 1	\$20,000
9120				
9130				
9140	Activity 1	\$250	Activity 1	\$250
9150				
9160	Activities 2,4	\$26,609	Activity 1,3	\$32,000
9170	Activity 2	\$0	Activity 1	\$1,642
9180				
9190			Activity 1	\$3,242
TOTAL		\$36,109		\$57,134

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."

I. GENERAL PROVISIONS OF THE ADMISSION AND OCCUPANCY PLAN

A. PURPOSE:

1. To provide a standard policy which will enable the Housing Authority staff to administer the Public Housing Program consistently and fairly.
2. To provide an ongoing training document for both experienced and newly hired staff.
3. To provide policies which are beyond the scope of the Federal Regulations.
4. To provide Housing Authority clients and other members of the public with a basis for Housing Authority decisions.

B. AMENDMENT: The Admission and Occupancy Plan can only be amended by the Board of Commissioners of the Housing Authority after public comment from residents or without public comment when amendments are required by HUD regulations.

C. NON-DISCRIMINATION: It is the policy of the Housing Authority to comply with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The Authority shall not deny any family or individual the opportunity to apply for or receive assistance under the Low Rent Public Housing Program on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, sexual preference, handicap or disability. The BHA must administer its public housing program in accordance with all applicable equal opportunity requirements imposed by contract or federal law. The BHA must affirmatively further fair housing in the administration of its public housing program.

D. PRIVACY RIGHTS:

1. Applicants will be required to sign the Authorization for the Release of Information/Privacy Act Notice (form HUD -9886, dated 05/26/94) at the time the Authority evaluates their eligibility for housing tenancy, and at the time of any initial examination, interim reexamination, or regularly scheduled income reexamination. This consent form must be signed by the head of household and spouse, regardless of age, and by each adult member in the household at the initial examination. Failure of the applicant or participant to sign the consent form constitutes grounds for denial of eligibility or termination of tenancy.
2. The Housing Authority's policy regarding release of information is:
 - a) To release no information without a signed client release form.
 - b) To release information regarding the name and address of the resident only if there is compelling reasons not to do so.
 - c) To provide landlord references regarding previous occupants of public housing.

E. RULES AND REGULATIONS: All issues related to tenants and participants of the Public Housing Program are governed by Title 24, Parts 700 - 1699 of the Code of Federal Regulations. In addition, various HUD handbooks, notices and memos provide additional guidance, but are generally subservient to the regulations and to this policy. If any provision of this Admission and Occupancy Plan conflicts with the Federal Regulations, the Federal Regulations shall prevail.

F. FAMILY SELF-SUFFICIENCY AND TANF: The BHA will work with the residents of Public Housing to assist them in becoming self-sufficient. In order to do that, the BHA will apply for funds to provide services and training for residents.

The BHA will make our best effort to enter into cooperation agreements with the local TANF agency in order to target benefits and services for families assisted in public housing to achieve self-sufficiency and to verify information on welfare benefits for applicants and participants in the program.

The performance funding system provides for the inclusion of reasonable eligible administrative costs for voluntary public housing Family Self-Sufficiency programs. "Welfare assistance" for the FSS program refers only to cash maintenance payments.

When TANF informs the BHA of the fact, amount, and reason for a welfare benefit reduction, the BHA will use that information. The BHA is not responsible for determining that a reduction of welfare benefits was correctly determined by the welfare agency in accordance with welfare agency requirements and procedures.

II. ELIGIBILITY FOR THE PUBLIC HOUSING PROGRAM

A. Family Composition : A Family can consist of any of the following:

1. Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, or operation of the law, or have evidenced a stable family relationship, or
2. A single person who is...
 - (a) **Elderly Family , Disabled Family** as defined;
 - (b) The remaining member of a tenant family.
 - (c) A "Single Person" living alone or intending to live alone and who does not qualify as an Elderly Family, as defined in this section, or as the remaining member of a tenant family. The Housing Authority is permitted to determine as eligible, single persons living alone, and the BHA will give local preference for any vacancy to Elderly/Disabled persons.

B. INCOME LIMITATIONS : Failure to report accurate family income can result in denial of an application or lease termination. Income will be verified by third party documentation whenever possible. If it is not available, the reason must be documented in the file. Annual Income of the Family cannot exceed the applicable income limit for admission, as set forth in Appendix B. Annual Income is defined as the anticipated total income from all sources received by the Family head and Spouse (even if temporarily absent) and by each additional adult member of the Family (with exceptions below), for the 12 -month period following the effective date of certification of income. If it is not feasible to anticipate a level of income over a 12 -month period, or the BHA believes the past income is the best available indicator of expected income, income anticipated for a shorter period may be averaged and annualized, subject to a redetermination at the end of the shorter period. [24 CFR 5.609]

1. Annual Income includes , but is not limited to, the following:

- a) The gross amount of wages, salaries, overtime pay, commissions, fees, tips and bonuses before payroll deductions.
- b) The net income from the operation of a business or profession or from rental of real or personal property (see limit under 913.106).
- c) Interest, dividends and other net income of any kind from real or personal property. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of actual income from such assets or a percentage of the value of the assets based upon current passbook savings rates, as determined by HUD rates, as determined by HUD (see limitations under 913.106)
- d) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other types of periodic receipts, including lump -sum payments for the delayed start of a periodic payment (except for Social Security and SSI).
- e) Payments in lieu of earnings such as unemployment, disability compensation, workmen's compensation and severance pay, except as exempted below.
- f) Periodic and determinable allowances such as alimony, child support payments and regular contributions or gifts received from persons not residing in the dwelling.
- g) All regular pay, special pay and allowances of a member of the Armed Forces, except as excluded below.
- h) Any earned income tax credit to the extent it exceeds income tax liability.
- i) Welfare Assistance payments (see 913.106 for calculation), including those determined to be eligible for, but not receiving due to fraud, failure to participate in an economic self sufficiency program or comply with a work activities requirement.
- j) Assets disposed of for less than fair market value during the two (2) years preceding original leasing or at time of reexamination. The BHA will count the difference between the market value and the actual payment received in calculating total assets. If

total assets disposed of for less than fair market value within one year period are less than \$5000, they will not be considered an asset.

- k) the incomes of any household member temporarily absent. Temporarily absent is defined as away from the unit less than 180 days in a 365-day period or for four (4) consecutive months.

2. Items Not Considered As Income. The following shall not be included in the calculation of Annual Income:

- a) Payments received for the care of foster children.
- b) Lump-sum addition to Family assets, such as inheritances, insurance proceeds, capital gains and settlement for personal or property losses. (Note that, except for Social Security and SSI, lump-sum payments for the delayed start of a periodic payment are included in Annual Income.)
- c) Amounts received by the Family for, or in reimbursement of, the cost of medical expenses for any Family member.
- d) Income of a Live-in Aide, as defined.
- e) Amounts of educational scholarships paid directly to the student or to the school, including Veteran's educational benefits, for any educational purpose, excluding subsistence.
- f) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.
- g) Amounts received under training programs funded by HUD if allowed under Federal regulations
- h) amounts received by a Disabled person that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); and (iii) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program.
- i) Temporary, non-recurring or sporadic income (including gifts).
- j) For all certifications after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- k) Amounts specifically excluded by any other federal statute from consideration as income for the purposes of determining eligibility or benefits under a category of assistance program that includes assistance under the U.S. Housing Act of 1937, and as periodically published in the Federal Register (see Appendix G.)
- l) earned income of minors
- m) Income of a person permanently confined to a nursing home - no deductions are given for that individual either

3. Income limits are only applicable for initially determining eligibility. A participant family is not to be considered ineligible if their income exceeds the income limits after the family has been admitted to the Authority's Public Housing program.

4. There is no minimum income requirement under the Public Housing Program. Families with no income are eligible for admission and continued occupancy in accordance with other requirements described within this Plan.

5. Income which is considered in varying ways

- a) Families must not have their rent reduced if Federal, state, or local benefits are reduced or eliminated in certain circumstances. See further explanation in Section VI.D.6.e.
- b) If a family pays minimum rent BHA shall immediately grant, upon request, an exemption from the minimum rent to any family unable to pay such amount because of financial hardship. See Section VI.A.4. For further explanation.

- c) If family has earned income in some cases, rent may not be increased for 12 months and only by 50% for additional 12 months. See further explanation in Section VI.D. 6.c. and d.
6. Determination of adjusted income - the amount of the income of the members of the family residing in a dwelling unit or the person on a lease, after any income exclusions
- a) mandatory deductions
- i. Elderly and disabled families - \$400 for any families whose head or spouse is 62 years old or older
 - ii. \$480 for each family member (other than head or spouse) who is a minor, or who is 18 or older and a full-time student or disabled.
 - iii. Medical expenses - the amount by which 3% of the annual family income is exceeded by the sum of unreimbursed medical expenses of any elderly family or disabled family; unreimbursed medical expenses of any other family if approved in appropriation Acts; and unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family to be employed. (See definition)
 - iv. Child care expenses - any reasonable child care expenses necessary to enable a member of family to be employed or to further his/her education including full-time vocational training. (See definition)
 - v. Minors, students, and persons with disabilities - \$480 for each member of the family residing in the household (other than the head or spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities.
 - vi. Child support payments - any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made; except that this clause shall apply only to the extent approved in appropriation Acts.
 - vii. Spousal support expenses - any payment made by a family member for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded shall not exceed the lesser of the amount that such family member has a legal obligation to pay, or \$550 for each individual for whom such payment is made; except that this clause shall apply only to the extent approved in appropriation Acts.
- b) BHA permitted deductions - which will take effect ONLY AFTER 24 months of excluded income as in Chapter VI.D.6d and c., i.e. in the third year of employment. For those not effected by the 24 months of excluded income, the permitted deductions will take effect at the Annual Reexamination or interim review immediately after the deduction is reported.
- i. Transportation to child care - for amount over \$25/month, but not more than \$25/week.
 - ii. Medical insurance premiums for leaseholder and other family members on lease.
 - iii. Social security taxes
- c) Exclusions as incentives for higher earning families to move into lower income developments may include, but are not limited to
- i. Federal and state income taxes
 - ii. Up to \$100 off first month's rent at time of move-in
 - iii. Cost of uniforms necessary for work
 - iv. Union dues

C. SOCIAL SECURITY NUMBER REQUIREMENT : Families are required to provide Social Security numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration, under the following guidelines:

5. All members of the Family must either:
- a) submit Social Security documentation, or

- b) sign a certification that they have not been assigned a Social Security number. If the individual is under eighteen (18), the certification must be executed by a parent or guardian.
6. Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration, or, if unable to provide a card, through provision of such other evidence of the Social Security Number, such as a State driver's license.
7. Applicants who are unable to provide documentation will retain their position on the waiting list until such documentation can be provided.
8. If an applicant is able to disclose the Social Security number, but cannot provide the documentation, the applicant must sign a certification to that effect.
9. New family members ages six (6) and over, and family members reaching the age of six during the year, will be required to verify Social Security information at the next scheduled reexamination.

D. OTHER CRITERIA FOR ADMISSION AND CONTINUED OCCUPANCY. Applicants will not be admitted and residents will have lease terminated for those who conduct in present or prior housing would likely diminish other tenants' enjoyment of the premises by adversely affecting their health, safety or welfare, or would likely adversely affect the physical environment or the financial stability of the Housing Authority. No family will be admitted nor allowed to remain in public housing if a member of the household has habits and practices that reasonably may be expected to have a detrimental effect on the residents or the project environment. Specific criteria include, but are not limited to, the following:

1. No family will be admitted who owes a debt to any Housing Authority for public housing and/or Section 8 until such debt has been paid in full. A repayment agreement will not be accepted as substitution for payment in full.
2. No family will be admitted whose head or spouse has committed fraud as a participant in or applicant for any housing program administered by any Housing Authority.
3. No family will be admitted or be allowed to remain in public housing who has a member who has engaged in **drug-related criminal activity**, as defined. If it occurred in the past we will consider allowing a family into public housing if it has been at least five (5) years since the applicant has engaged in drug use or possession. If the drug-related criminal activity involved drug manufacture or sales or any other possession or use, drug-related crime we will consider allowing a family into public housing if it has been at least ten (10) years since the family member has committed the crime or is no longer incarcerated, whichever is later.
4. No family will be admitted or allowed to remain in public housing who has a member who has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants. No family will be admitted or allowed to remain in public housing who has a member who has a history of **violent criminal activity**, as defined, or **any activity** which could adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, neighbors, BHA staff or contractors, or other government employees if it did or were to have happened on public housing property. If the behavior of the applicant or family member would have been considered grounds for termination of the lease if they had been a resident of public housing at the time the incident occurred, or if the incident had happened on public housing property, they will be denied public housing or the lease will be terminated.
5. At least two land lord references will be required to determine eligibility. No family will be admitted who has a member who is unsuitable for admission to the program. That is evidenced by previous housing with the Housing Authority, references from other previous landlords, credit reports, criminal background checks, inspections of current or previous residences. That is also evidenced by someone who has violated the lease of a public housing resident or who is currently violating the lease of a resident during any visitor period of residence. The criteria used will include past performance in meeting financial obligations, especially rent; a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants.

6. An applicant or current resident is prohibited admission if the household includes any individual who is subject to a registration requirement under a State sex offender registration.
7. BHA will permanently deny housing and not be allowed to remain in public housing to any persons convicted of manufacturing or producing methamphetamine on premises of assisted housing (includes building or complex including common areas and grounds).
8. No family will be admitted nor allowed to remain in public housing if a member whose illegal use (or pattern of use) of marijuana, a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the BHA that it could interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, BHA staff or contractors, or other government or agency employees, if it happened on public housing property. If the behavior of the applicant or family member would have been considered grounds for termination of the lease if they had been a resident of public housing at the time the incident occurred, or if the incident had happened on public housing property, they will be denied public housing or the lease will be terminated.
9. No family will be admitted nor allowed to remain in public housing if a member of the household is a fugitive felon or parole/probation violator.
10. No family will be admitted nor allowed to remain in public housing if a member of the household is fleeing prosecution, custody, confinement after conviction, or is a parole violator, or is violating a condition or probation or parole imposed under Federal or State law. The household will not be admitted nor allowed to remain in public housing if a tenant or applicant is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or an attempt to commit a crime, which is a felony under the laws of the place from which the individual flees.
11. No family will be admitted nor allowed to remain in public housing if a member of the household gave false statements regarding alcohol or drug abuse.
12. No family will be admitted to public housing if a member of the household was evicted from a public housing program during the three years from the date of the eviction for drug-related criminal activity.

F. ABILITY TO LIVE INDEPENDENTLY

1. No family will be denied admission to the Public Housing Programs solely on the basis of being unable to live independently. However, admission may be denied if such an inability has resulted in a failure to meet any admission criteria mentioned in Section D., above.
2. A family who has been determined to have difficulty living independently may be required to obtain and/or maintain assistance from other agencies or family members as a condition of tenancy. Furthermore, a breach of this assistance requirement may be cause for termination of tenancy.

F. INFORMATION FROM DRUG ABUSE TREATMENT FACILITY

1. Each person 18 years or older at time of application or lease renewal, if BHA has reason to believe the person is engaging in illegal use of a controlled substance, must sign a written consent form. That form authorizes information from a drug abuse treatment facility about whether he or she is currently engaging in illegal use of a controlled substance. BHA will only use the form if it has reasonable cause to believe that applicant/resident is using illegal drugs. Reasonable cause is information from a criminal record of prior arrest or conviction or if prior tenancy history demonstrates applicant engaged in destruction or property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another person.
2. Records from the facility will be maintained in confidence. They will all be placed in a specific file marked Confidential. All records will be destroyed five business days after the original lease is signed or three years after denial of application.

G. EVICITION PROCEDURES

1. EMERGENCY HOUSING EVICTION PROCEDURES

The BHA will seek possession of premises when there is a verified complaint that alleges evidence of any of criminal drug-related activity, Illinois state law prohibited firearm possession, use, sale or deliver, or other activities as listed in the Illinois Code of Civil Procedure Emergency Housing Eviction Section. Notice will be given as required by State law and a hearing may be scheduled as soon as 14 days after the receipt of the notice. The BHA may collect rent during the court process.

2. Class X felony evictions

The BHA will seek possession of premises when any lessee or occupant is charged with having committed an offense on the premises constituting a Class X felony under the laws of this State after posting a written notice at the premises requiring the lessee or occupant to vacate the leased premises on or before a date 5 days after the giving of the notice.

3. Other drug-related and criminal evictions

The BHA will seek possession of premises when there is a preponderance of evidence that a resident or guest of a resident has violated the criminal drug-related or health and safety related sections of the lease after a 10-day notice is delivered to the resident as required by State law.

4. Eviction for Non-Payment of rent

The BHA will seek possession of premises and a judgment for the rent after a 14-day notice is delivered which runs concurrently with the state required notice. Collection of rents shall not invalidate the suit.

5. Eviction for other Cause

The BHA will seek possession of premises for other lease violations after a 10-day notice is required by state law and allowed by HUD regulations.

III. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

This section sets forth the steps which are to be taken in obtaining and verifying information from applicant Families for the purposes of determining whether they meet the conditions of eligibility for participation, both at the time of application and for continued occupancy as specified in Section II. Verification of all information will be required at the time of application, and at any reviews.

A. ESTABLISHING WAITING LISTS

1. A separate waiting list will be maintained for each bedroom category. Within each bedroom category, families will be listed by preference category as specified in Section IV of this Plan. Families will be listed by date and time of application.
2. If the number of Families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the Authority may suspend the taking of additional applications in the category affected. A notice closing or re-opening of the waiting list will be publicly advertised.
3. The Authority may not refuse to accept an application from an otherwise eligible applicant who claims a preference, even if the list is closed, unless it is determined that:
 - a) there is already an adequate pool of applicants on the waiting list who are likely to qualify for a preference; and,
 - b) based upon the anticipated turnover of Units, it is unlikely that the applicant in question will be offered a housing Unit before the other applicants on the list.
4. The pool of active applications will be kept current by performing a "purge" of the waiting list one or more times a year, by requiring all persons on the waiting list to respond to a mailing.

B. RECEIPT OF APPLICATIONS

1. To assure compliance with the preference requirements of Section V., applications are to be accepted from all Families seeking participation in the Program.
2. Application must be made for the Public Housing Program by applying in person at the Authority office, after the pre-application form is completed.
3. The application constitutes the basic record of each Family applying for participation. Each applicant, therefore, will be required to supply the information requested on the application and to sign the application, attesting to the information provided. Each family member aged 18 or older will sign at the time of move-in attesting that any and all changes since the date of the application have been reported to the Authority.
4. The application, together with all other material relating to the Family's eligibility, preference ranking, etc., is to be maintained in an inactive file for each participant who has not been found ineligible or whose application has not been withdrawn.
5. By signing the application, all applicants will certify the veracity of the information provided. However, no application will be approved until all information has been completely verified.
6. The family must supply any information that the BHA or HUD determines is necessary in the administration of the public housing program, including evidence of citizenship or eligible immigration status.

C. DETERMINATION OF ELIGIBILITY

1. If an applicant is determined by the Authority to be eligible but the Authority has determined that there are no vacancies, the Authority shall place the Family on the appropriate waiting list and notify them in writing of this fact and of the approximated date that a vacancy may occur, insofar as such date can be reasonably determined. The date of eligibility determination shall be noted on the application.

2. If, during the application interview or subsequent verification process, it appears that the applicant is definitely not eligible, the applicant is to be given written notification and classified as ineligible.
3. All applicants determined ineligible shall be notified promptly in writing of this determination and the reasons therefor. The notification shall state the applicant has the right to request an informal hearing by submitting a written request within ten (10) days of the date of the determination letter.
4. If, after conducting an informal hearing, the Authority upholds the initial determination of ineligibility, the applicant shall again be notified in writing of same.
5. The Authority shall retain for three (3) years the original application, notification letter, applicant's response (if any), and any record of any informal hearing and statement of final disposition.
6. The procedures set forth in this section do not preclude any applicant from appealing to HUD if it is felt that the applicant is being denied housing due to unfair discrimination.

D. PRORATION OF ASSISTANCE FOR MIXED FAMILIES [24CFR 5.520]

Proration of assistance must be offered to any "mixed" applicant or family. A "mixed" family is one that includes at least 1 U.S. citizen or eligible immigrant and any number of ineligible members.

IV. TENANT SELECTION

The design of the Tenant selection policy is: 1. to attain, to the maximum extent feasible, a tenant body in each project that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families; 2. to preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the project environment; 3. to give preference in selection of tenants to applicants who qualify for local preferences; and 4. to establish objective and reasonable policies for selection by the BHA among otherwise eligible applications.

A. Requirements for applications and waiting lists.

1. Applications

Preapplication form must be completed. Verification of information must be provided as requested. Application interview must be completed in person in the BHA office. Landlord information must be completed and references received. Criminal history and credit checks, and if appropriate, INS and drug treatment verifications will be completed. Home visit must be completed when warranted.

2. Waiting lists

Each applicant shall be assigned his/her appropriate place on a waiting list based on local preferences. The BHA will match the characteristics of the applicant's family with the type of unit available, e.g. number of bedrooms. In selecting a family for a unit that has special accessibility features, the BHA shall give preference to families that include persons with disabilities who can benefit from those features of the unit. At least 40% of all new move-ins will be reserved for families whose income does not exceed 30% of the median income. Families may be skipped on the waiting list if BHA is not moving in 40% of families below 30% of median income or if BHA needs a family of a different income level in order to achieve deconcentration of poverty in a certain development. Other than that, at a given time, the applicant first on the waiting list shall be offered a unit at the location that contains the largest number of suitable vacancies. If the applicant rejects the unit offered, he/she shall be moved to last place on the appropriate waiting list. An exception to this will be if there is verification of a legitimate reason to reject the unit.

3. Deconcentration Policy

The Housing Authority shall make every effort to deconcentrate families of certain income characteristics within the PHA complexes. To achieve this, the Housing Authority may offer incentives for eligible families having higher incomes to occupy dwelling units in projects predominantly occupied by eligible families having lower incomes. At this time these family developments have homogeneous average incomes. In 2001 the average incomes in the family units vary from \$7109 to \$10910 with a total average of \$9500. As an average income for families is lower than 30% of the median income of our goal is to attract higher income residents at Evergreen.

We will offer incentives to any families who have incomes above 30% of the median income. These incentives will include a single person could rent a 2-bedroom apartment, each family member could have their own bedroom, and we could reduce the monthly rent by utilizing additional deductions when determining rent. Those additional deductions would include travel costs to work, uniforms, union dues, and income tax deductions. Incentives by the Housing Authority allow for the eligible family to have the sole discretion in determining whether to accept the incentive and the agency may not take any adverse action toward any eligible family for choosing not to accept these incentives. The skipping of a family on the waiting list to reach another family to implement this Deconcentration Policy shall not be considered an adverse action. As such, the Housing Authority will continue to accept applications and place the individual on a waiting list. Selection will be made based on a combination of the local preferences and an income target mix. Any eligible family who qualifies as a higher income family may accept a dwelling unit assignment and be placed randomly into a vacant housing unit.

The Housing Authority will track the income mix within each project and housing site, as an effort to avoid a concentration of higher or lower income families in any one development.

B. Description of preference points system

<u>Number of points</u>	<u>Description of points</u>
____(3)	1. Uninhabitable living situation due to disasters such as fire or flood within the past 90 days or homeless. A homeless family is a person or family that lacks a fixed, regular nighttime residence and also has a primary nighttime residence that is a public or private shelter designed to provide temporary living accommodations, or a public or private place not designed for or ordinarily used as sleeping accommodations for humans. "Homeless" does not include a person who is incarcerated.
____(2)	2. Government action displacements such as code enforcement or public improvement by governmental body or agency or unit has been declared unfit for habitation by Government within the past 90 days. Domestic violence displacement, if the applicant has vacated a housing unit due to domestic violence, or lives in a housing unit with a person who engages in domestic violence, where domestic violence is defined as actual or threatened physical violence directed against one within the past 90 days.
____(1)	3. Action of housing owner displacement within the past 90 days -only if applicant cannot control or prevent owner's action, owner action occurs although applicant met all previously imposed conditions of occupancy and action is not rent increase. Unit is dilapidated, has no operable indoor plumbing, no usable flush toilet or bathtub or shower inside the unit for exclusive use of family, has no safe or adequate source of heat or electricity.
____(1)	4. Applicant pays and has paid for the past 90 days more than 50% of family income for rent which includes actual monthly amount due and landlord and utility allowance for family -purchased utilities.
____(5)	5. Resident of Bloomington -include those now living or working or soon to be hired in Bloomington.
____(4)	6. Employed fulltime(<i>This and following 2 are mutually exclusive except that can be counted for each adult family member up to a total of 8 points</i>) -over 30 hours per week (or elderly or disabled) for at least the past 90 days.
____(2)	7. In postsecondary school or training
____(5)8.	Broad range of income in family and elderly projects. This is revised annually based on the Average income of all public housing residents and rounded to the next highest thousand us and which effective 1 -1-02 will be \$9000 (based on \$8994 average) Broad range equals any income over \$9000/yr
____(1-3)9.	Graduate of one of the following (1 point for each one up to a total of 3 points when verified) parenting, self -esteem, Family Self -Sufficiency, High School/GED, post -secondary school
____(1)10.	Under risk of children being removed from home
____(1)11.	Veteran
____(1)12.	Medical expenses over 3% of adjusted gross income

C. Prohibition of Admission or continued occupancy

1. BHA will not approve an applicant if any member of the family is a person who was evicted during the past three years because of drug-related criminal activity from housing assisted under a 1937 Housing Act program but may do so if the BHA can verify that:

- a. evicted person has successfully completed rehabilitation program approved by BHA or
- b. BHA determines that evicted person clearly did not participate or know about drug-related criminal activity or
- c. BHA determines evicted person no longer participates in any drug-related criminal activity.

2. See Section II.D.1. through 12 for other admission and continued occupancy criteria.

D. Verification and documentation of information relevant to acceptance/rejection

1. Applicants and tenants shall be required to furnish proof of their statements when required by Management to reasonably assure accuracy.
2. Verification may include, but is not limited to, the applicant (through interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, including FBI, where warranted by the particular circumstances, third party verification of prior residence by established records and from objective non-friends or relatives.
3. Verification of a preference is required before admission and can be required to be reverified if a long time has passed (usually 90 days or more) since verification or if the BHA has reasonable ground to believe that the applicant no longer qualifies for preference.
4. the BHA may establish Tenant Advisory Boards for consultation in connection with tenant selection.

E. Notification to applicants

1. The BHA will notify any applicant determined to be ineligible for admission or local preference of the basis for such determination within 14 days of the determination. If a preference is disallowed the written notice must contain a brief statement of the reasons for the determination and state that the applicant has the right to meet with a representative of the BHA to review the determination.
2. Before the BHA denies admission to public housing, the BHA must notify the household of proposed action to deny admission to the BHA on the basis of a criminal record and must provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.
3. The BHA shall provide an opportunity for an informal hearing on determination of ineligibility upon written request within 10 days of the receipt of the notification of ineligibility. If the BHA determines the applicant does not qualify for a preference claimed by the applicant the BHA shall provide, upon written request, a meeting with a representative of the BHA including the person who made the determination. This informal review is not a grievance and is not subject to the requirements of the Grievance Procedure.

F. NON-DISCRIMINATION. All Families will be selected without regard to race, color, creed, religion, national origin, gender, handicap or disability or familial status. No person will be excluded from participation in, or denied the benefits of, the program because of membership in a class or group, such as unmarried mothers, recipients of public assistance, etc.

G. Wood Hill Towers has been self-certified as *Housing for Older Persons*. At a minimum, 80% of the adjusted number of residents will be aged 55 years or older. Selection procedures will be implemented to ensure that the adjusted percentage will stay at 80% or higher at all times.

V. ASSIGNMENT AND LEASING OF UNITS

A. OCCUPANCY STANDARDS. Dwelling units should be assigned that, except possibly in the case of infants and very young children, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom; dwellings also should be assigned as not to require use of the living room for sleeping purposes; and in applying the standards indicated below every member of a family regardless of age should be considered a person.

The following standards will determine the number of bedrooms required to accommodate a family of a given size except that such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required. Such family should be transferred to the proper size unit as soon as one becomes available. In no event should a waiver be taken to assign smaller units to families than established in the following maximums. EXCEPT for the purpose of deconcentrating poverty, we can offer a larger unit to a family as an incentive to house them.:

NUMBER OF BEDROOMS	MINIMUM PERSONS	MAXIMUM PERSONS
0	1	2
1	1	3
2	2	5
3	3	7
4	5	9
5	6	11

1. OTHER FACTORS INFLUENCING ASSIGNMENT. Depending on overall housing demand and availability of units, the following guidelines shall also govern the leasing of units:

- a) A bedroom may be expected to be shared by two children of the same gender.
- b) A separate bedroom will be provided for an elderly Dependent residing with a younger family.
- c) A separate bedroom will be provided for a Family member upon documentation of the need for same by a physician or other qualified professional.

2. NOTIFICATION OF FAMILIES. When the Authority learns of an impending vacancy, the following action will be taken:

- a) The family selected according to this Policy shall be notified immediately of the impending vacancy.
- b) If the selected family does not respond to the Authority's notification of a vacancy within the required time, their application is to be determined inactive. At that time, the next family on the waiting list shall be selected.

3. ORIENTATIONS: Prior to entering into a Lease Agreement, all families must attend an orientation. Topics to be covered during the orientation include at least the following:

- a) Tenant and Authority obligations under the Lease Agreement.
- b) The resident handbook and rules of occupancy.
- c) Rent payment procedures and requirements.
- d) Procedures for resolution of disputes and grievances.
- e) Tenant and Authority maintenance requirements.

- f) Procedures for reporting maintenance problems.
- g) Availability of special services and support programs.

B. Except as noted below, applicants who reject one offer will be moved to the bottom of the waiting list. The following circumstances will not count as rejections.

1. The unit is not of the proper size and type and the applicant would be able to reside there only temporarily, for example a handicap accessible unit.
2. The applicant is unable to move at the time of the offer and presents clear evidence which substantiates this to the Authority's satisfaction, for example a doctor verifies the applicant is physically unable to move at this time.

C. THE LEASE AGREEMENT: A Lease Agreement is to be entered into between the Housing Authority and each resident Family. The Agreement (as described in Appendix C of this Policy) is to be kept current at all times and is to reflect the obligations of the Families and the Authority.

1. The Head of Household, Spouse and all family members aged 18 and older, shall execute an Agreement in duplicate prior to actual admission. The copy shall be given to the resident and the original shall be filed in the permanent record folder established for the Family.
2. If, through any cause, the signer of the Agreement ceases to be the Head of Household, the Agreement is to be voided and a new one executed and signed by the new Head of Household; provided that the Family is eligible for continued occupancy as set forth in this Policy. If the Head of the Household has changed or if a lease signer is no longer part of the household, the former signer of the Agreement must come to the Housing Authority office to sign a document and/or provide verification that they are no longer a part of the household. If that is not possible due to the former signers being absent from the household for a period of time, or being out of state, the absence of the former signer can be verified through other means. If an order of protection is legally established to give the other lease signers sole legal authority to the unit, the former lease signer can be removed from the lease without that person's signature, if it cannot be obtained. Rent will be revised based on income from date that income producer moves into the household or from the verified date that the person moves out of the household if verified in a timely basis.
3. If for any reason a Family transfer to a different dwelling unit, the existing Agreement is to be voided and a new Agreement executed for the dwelling unit into which the Family is moving.
4. If the Authority desires to change, amend or waive any provision of the Agreement with respect to any individual or group of residents, an appropriate rider is to be prepared, signed by the Head of Household and the Authority, and attached to and made part of the Agreement.
5. Must sign new lease when offered.
6. The lease will be a 12-month lease which will be automatically renewable except for noncompliance with the community service requirements.
 - a) The lease will be terminated and the resident will be evicted if noncompliant with community service component. Each adult in the household who is not otherwise exempt must volunteer 8 hours per month. If each adult does not comply, they can cure the noncompliance if the noncompliant adult and head of the household sign an agreement to make up the hours within the next 12 months.
 - b) Continued noncompliance will result in the eviction of the entire family unless the noncompliant family member is no longer part of the household.
 - c) If individual verified work or verified attendance of approved classes 96 hours or more during the 12 month period of the lease, or other time period as required by HUD; individual does not have to complete community service for months not employed or in class. Wages must be verified at the time that hours were worked and rent determined according to policies.
7. Only persons listed on the application are to be listed on the lease.
 - a) minors and college students who were members of the family but who now live away from home during the school year may remain on the lease or may be removed from the lease. That determination will be at the request of the head of the household and that person may visit up to forty days per year.

- b) If a minor is in the household less than 180 days per year, the minor will be considered to be an eligible family visitor and not a family member.
- c) The family must request of the BHA approval to add any other family member as an occupant of the unit and must inform the BHA of the birth, adoption or court-awarded custody of a child. Any family member 18 or older must submit a separate application prior to being added to the lease and cannot stay in the apartment without the express written permission of the BHA.
- d) If the family does not obtain written prior approval from the BHA, any person the family has permitted to stay in the apartment will be considered an unauthorized household member.
- e) If a family member leaves the household, the family must report this change to the BHA within 10 days and certify as to whether the member is temporarily or permanently absent. If it is to be permanent, verification may be required. If at all possible, the person leaving the household should return their key, I.D. card, and sign themselves off the lease. See C.2 above.

8. Visitors

- a) Any person not listed on the lease who has been in the unit 3 consecutive days or fifteen days in a 365 day period, will be considered to be living in the unit as an unauthorized household member.
- b) Absence of evidence of any other address will be considered verification that the visitor is a household member.
- c) Statements from neighbors or BHA staff will be considered in making the determination of who lives in the household.
- d) Use of the unit address as the visitor's current address for any purpose that is not explicitly temporary shall be construed as the permanent address of the visitor. This includes, but is not limited to use of address to receive mail, putting utilities at the address in the visitor's name, and informing police and other officials that the visitor lives at the leaseholders address.
- e) The burden of proof that the individual is a visitor rests with the leaseholder.

9. Adding members to the household

- a) **Additions** to the Resident's household named on page one of the Lease, including Live-in Attendants, foster children, and children in kinship care (but excluding births during tenancy), or any other individual, **require the written approval** of the Authority. Such approval will be granted only if new family members, age 18 and older, meet applicants screening criteria (outlined in the Occupancy Policy), and the dwelling unit is the appropriate size.
 - b) **Residents must wait for written approval before allowing additional persons to move into the Dwelling Unit.** Failure on the part of the Resident to comply with this provision is a material violation of the lease.
 - c) With the consent of the BHA, a foster child or live-in aide may reside in the unit. Factors the BHA will utilize to determine whether the addition of a new occupant is feasible will include the necessity to transfer the family to another unit, and whether such units are available. In the case of a live-in aide, the BHA must be convinced that the aide is essential to the care and well-being of the person, is not obligated for the support of the person and would not be living in the unit except to provide the necessary supportive services.
10. Cosigners of the lease may be required if the new leaseholder has never signed a lease before, is under 21 years old, or has few or poor landlord references.

- D. **SECURITY DEPOSITS.** A Security Deposit, in the amounts specified at the time the lease is assigned, is to be paid by all Public Housing Program residents. This deposit is payable in full at the time of the execution of the Agreement. If the family transfers to another apartment or for any other reason the security deposit changes, the family will pay the increased amount or will receive a credit for the difference if there are no outstanding charges.
- E. **PRINCIPAL RESIDENCE.** All families must use the dwelling unit for their principal place of residence. Ownership or use of a secondary residence is prohibited, except in the case when the secondary residence is in the process of being sold or is used as a source of income, or is not appropriate living accommodations. The family cannot receive assistance from BHA for their apartment and concurrently receive assistance for any other unit for a period longer than fourteen (14) days. The lease will be terminated if that occurs. If a sole household member or the remaining adult

household member is expected to be or is incarcerated for sixty (60) consecutive days, the lease will be terminated.

F. EMANCIPATED MINORS. The Authority will enter into a Lease Agreement with a minor only if the minor has been declared legally emancipated through a verifiable court action.

G. UNIT TRANSFERS
1. General Information

- a) BHA can initiate and shall regulate the re-assignment of residents in Bloomington Public Housing. The policy shall be non-discriminatory, except as may be permitted by law.
- b) All residents have the right to submit a transfer request if they meet the BHA's criteria as stated in the transfer policy. However, the BHA reserves the right to approve or disapprove of any transfer requests and will assign all approved transfers.
- c) To the extent possible, all approved transfer requests shall be made within the same development.
- d) Any resident who desires a transfer shall submit a transfer request on a form available at the management office. It shall be completed by the head of the household. If there are other members of the tenant's family who do not transfer, but remain in that apartment or move to a different apartment, they must submit an application for public housing.
- e) Eligible transfer applicants shall be selected from the waiting list and will be offered available appropriate sized units on the basis of three offer to new applicants for every one offer to a transferee.
- f) All residents must reside in public housing for one year before they may be considered for a transfer. The only exception to this policy is in the case of an emergency situation which affects the health and safety of the leaseholder or a resident member of their family. The BHA reserves the right to determine if an emergency situation exists.
- g) The BHA will only approve the request and will only transfer residents in good standing with the BHA if the following conditions exist:
 - (1) All rent and all other payments must be current and have been paid on time for the previous three months
 - (2) Resident must not be under consideration for eviction
 - (3) Resident must have completed rent determination within the past 12 months
- h) In all cases, the tenant will be required to pay all costs involved with moving to their new unit.
- i) Transfer applicants will have seven (7) days in which to accept or reject the location offered. If the applicant does not accept a location, their transfer request will be withdrawn and the applicant will no longer be eligible for transfer for a period of twelve (12) months, unless the BHA determines the reason for the refusal is legitimate and verified.
- j) Vacancies change on a daily basis. There is no guarantee that a particular development will have a vacancy when an applicant's name reaches the top of the transfer waiting list.

2. BHA initiated transfers

- a) Residents must transfer if any of the following conditions exist:
 - (1) Change in family size or composition which warrants change in number of bedrooms needed. If living in handicapped accessible apartment and do not need it, but the apartment is needed by another resident or applicant.
 - (2) If tenant assigned temporarily to a larger apartment than needed and proper size unit becomes available.
 - (3) Renovation work being done on resident's unit which prohibits occupancy.
 - (4) Unit becomes uninhabitable due to fire, tornado or other natural cause.
 - (5) Residual family members not appropriate for development.
 - (6) If living in handicapped accessible apartment and do not need it, but the apartment is needed by another resident or applicant
- b) Resident will have seven (7) days to accept or reject the location offered. If rejected, the BHA may initiate action to terminate the lease.

c) BHA will only pay any costs associated with moving in order to accommodate construction renovation projects which are not caused by the tenant.

3. Priority placement of eligible transfer applicants

All eligible transfer applicants shall be evaluated and placed according to the following order of priorities (All moving expenses will be paid by the resident):

a) Emergency transfers: First priority placements shall be given to those eligible transfer applicants whom must be transferred because of an emergency situation which renders their unit as unsafe or uninhabitable. Examples include, but are not limited to: fire, storm, or other casualty. In each case, the applicant will be offered an appropriately sized unit at their development, if available. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they may be evicted. Eviction would only occur in cases where the current dwelling unit is unsafe or uninhabitable and the transfer is refused.

b) Emergency Medical Transfers: Second priority placements shall be given to those eligible transfer applicants whom must be transferred due to verified medical emergency need. Examples include, but are not limited to severe allergies at a specific development, inability to physically maneuver at current apartment, or other emergency need. In each case, residents will be offered an appropriately sized unit at a development where their medical need can be accommodated. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months.

c) Other Medical Transfers: Third priority placements shall be given to those eligible transfer applicants whom must be transferred due to verified medical need. Examples include, but are not limited to medical need to move to a lower floor, medical need for a larger apartment, or other medical need. In each case, residents will be offered an appropriately sized unit at a development where their medical need can be accommodated. If the transfer applicant refuses the offer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months.

d) At the same priority level as medical transfers are those required by an agency for the purpose of returning children to the home or preventing their removal from the resident's home.

e) Occupancy Transfers: Fourth priority placements shall be given to those eligible transfer applicants whom must be transferred to correct occupancy standards. Age, sex, and family size shall be the prime determining factors. Residents are responsible for notifying the BHA of changes in family composition. In each case, residents will be offered an appropriately sized unit at their current development, if available, or at another suitable development. If the transfer applicant refuses the offer when they request the transfer, their name will be removed from the transfer list and they will be unable to apply for a transfer again for twelve (12) months. If the transfer is BHA initiated and required, and the applicant refuses the transfer offer, the resident may be evicted.

f) Convenience Transfers (available only at Wood Hill Towers): Fifth priority shall be given at Wood Hill Towers only. All residents must reside in public housing for one year before they may be considered for a transfer

(1) Requests will be taken no more than two times per calendar year. The date and time that transfer requests may be made will be posted at Wood Hill Towers.

(2) There must be an urgent need for the transfer.

(3) The transfer applicant must be as specific as possible about the location of the desired apartment and must accept that apartment when offered. If the apartment offered is rejected, their application to transfer will be returned to the bottom of the transfer waiting list.

(4) Convenience transfers will be limited to one per resident per year. If the resident has been transferred for medical reasons, they may not take advantage of a convenience transfer for five years from the date of the medically necessary transfer.

(5) A maximum of two transfers per month will be allowed, in order to facilitate the preparation of units by the maintenance staff.

(6) Only major repair/refurbishing shall be completed on a convenience transfer unit. For example - units will only be repainted when necessary, in the opinion of the BHA, it is necessary, stoves and refrigerators may be cleaned, and major and/or minor

maintenance will be completed. In most cases stoves and refrigerators will be transferred along with the resident. Residents requesting convenience transfers will be expected to clean the new unit, as well as leave their former unit in reasonable condition, normal wear and tear excepted.

(7) Only residents paying rent to the BHA are eligible for convenience transfers.

(8) This policy shall be subject to change and/or subject to voidance, if, in the opinion of the BHA, it becomes detrimental to the efficient operation of the agency.

g) In the interest of the efficient operation and solvency of the Housing Authority, it shall remain the right of the BHA to determine when transfers shall occur. Exceptions may be made by the BHA on the number of allowable transfers per month, including none at all.

VI. THE CERTIFICATION PROCESS

- A. **INITIAL CERTIFICATION.** Before families can be admitted to the program, an initial certification process must be completed, including the calculation of Annual Income (per Section II), **Adjusted Income**, and **Tenant Rent**, as defined. Families are required to pay the greater of the following:
3. 1.30% of Monthly Adjusted Income (after adjustments);
 4. 2.10% of Monthly Income (before adjustments);
3. Flat rent, which is based on a study of comparable rents for the community.
4. Ceiling rent which equals flat rent, but can be revised whenever requested by the resident as long as ceiling rent is allowed to be used by HUD regulations.
5. Minimum TTP (Total Tenant Payment) of \$50.
- a) Exception to minimum rent is as follows: If family requests a hardship exemption, the minimum rent requirement will be suspended immediately. If the BHA determines that there is no hardship covered by the law, the minimum rent is imposed including back payment. If it is determined that the hardship is temporary the exemption cannot be granted.
 - b) But, during the 90 -day period beginning upon the date of the family's request for an exemption, the BHA may notify the family for nonpayment of rent. A reasonable repayment agreement will be offered for any rent not paid during the 90 days. The family will have those 90 days to demonstrate that the hardship circumstances are long -term. If the BHA approves the long-term hardship request, then the rent will be retroactively suspended.
- B. **UTILITY REIMBURSEMENT PAYMENTS.** If the Utility Allowance is greater than 30% of the tenant's monthly income, the result will be a "negative rent", which represents a utility reimbursement payment. When the family has a credit, the payment is to be made to Illinois Power Company. Families receiving utility reimbursement payments may be required to submit income information on an interim basis until utility payments are no longer necessary.
- C. **ANNUAL REEXAMINATION.** To assure that Families participating in the Program are those Families meeting the eligibility requirements for continued participation set forth in Section II and that such Families are paying the appropriate monthly payment, the eligibility status and the Adjusted Income are to be periodically reexamined and determined as follows:
1. There are examinations for all Families are to be conducted once every twelve (12) months and will normally be scheduled sixty (60) to ninety (90) days prior to the anniversary date of the Lease. When the reexamination is due and scheduled, the Family will be notified by letter of the date and time of the appointment. The Family will be requested to provide information necessary for recertification at the time of the appointment. An exception is when a family is paying a "flat rent." That family income is reviewed only once every three years.
 2. After the Family's eligibility and Income have been determined, the monthly payments shall remain in effect for the period between regular rent determinations unless during such periods:
 - a. Tenant can verify a change in his/her circumstances that would justify a reduction in rent. That could include a hardship for which minimum rent could not be paid. If a reduction in rent is granted, Tenant must report subsequent changes in income within ten (10) days which could result in an increase in rent effective the month after said change. Rent will not be reduced if welfare or public assistance benefits are reduced under a Federal, State, or local law regarding such an assistance program because of fraud or failure of any member of the family to comply with the conditions under the assistance program to participate in an economic self-sufficiency program or failure to comply with work activities requirement.
 - b. There is a loss or addition of family head/or any income recipient. Tenant shall notify Authority in writing whenever any member of the household no longer resides in unit. It must be reported to the Authority within (10) days of its occurrence.
 - c. It is found that the Tenant has misrepresented to the Authority the facts upon which his/her rent is based, so that the rent he or she is paying is less than he or she should have been charged. If this is found then the increase to other rent will be retroactive.
 - d. Rent formulas are changed by Federal Law or regulation.
 - e. Utility allowances are changed.
 - f. There is a change in a source of income. That change must be reported within 10 days of its occurrence. Such change may result in a rent increase.

- g. Tenant's Total Tenant Payment of \$100 or less. In that case, any income changes must be reported to the Authority within ten (10) days of its occurrence and rent will be revised accordingly.
3. Determinations of eligibility and changes in the monthly payment may be made between annual reviews, if warranted, pursuant to procedures stated in this Section.
4. If a Family's monthly payment cannot be determined due to the failure of the Family to recertify their eligibility in a timely manner, the BHA will alert the resident of the problem. If the resident still does not respond, or does not verify necessary information, a lease termination letter will be sent to the leaseholder and eviction proceedings will be initiated. That will take place if the leaseholder does not complete the certification within thirty (30) days after the date of the scheduled appointment.
5. If a Family has either added a new member to the Family who is at least six (6) years of age, or if any member of the Family who is at least six (6) years of age obtains a previously undisclosed Social Security number, or is assigned a new number, verification of this information must be provided at the next interim or regularly scheduled reexamination. Family members having numbers but not providing documentation on or before the specified time, have sixty (60) days (120 days for members aged 62 or over), to provide the documentation and, during that time, the Family will continue to receive assistance.

D. SPECIAL (INTERIM) REEXAMINATION.

1. If, at the time of admission to the program or reexamination, it is not possible to do an estimate of Adjusted Income for the next twelve (12) month period with any degree of accuracy because of (a) unemployment and no anticipated prospects of employment or (b) conditions of employment and/or receipt of income are so unstable as to invalidate usual and normal standards for determination, a special reexamination shall be scheduled for a specified time depending upon the Authority's estimate of the time required for the Family circumstances to stabilize.
2. If, at any time of such special reexamination, it is still not possible to make a reasonable estimate of adjusted income, special reexaminations shall continue to be scheduled and conducted up to the time of the next scheduled annual review, until it is possible to make a reasonable estimate of Family Income.
3. If, at the time of admission to the Program or annual review, a Family is known to have a history of widely fluctuating income over the past year(s) as a result of fluctuating between employment and welfare or other assistance, special reexaminations should not be scheduled since such income patterns can be expected to continue.
4. If, at the time of admission or annual review, a Family reports no income, the lack of income shall be appropriately documented. The Family shall be further required to have their situation re-verified as scheduled until such time as a source of income is documented.
5. If, at any time the TTP is \$50 or less, any increase in income will result in an increase in rent the month following that increase in income.
6. In addition to submitting such information as may be required at the time of periodic reexamination (or special reexamination) of eligibility and redetermination of Adjusted Income, Families are to be required to report to the Authority within ten (10) calendar days the following defined changes in Family circumstances:
 - a) Changes affecting Family composition. Loss or addition of any Family member through marriage, death, divorce, birth, adoption or any other circumstances.
 - b) Changes affecting Income: Changes in source of income. Increase in amount of income.
7. Upon receipt of a report of a change in family composition or income, an interim redetermination of adjusted income will be conducted, and the monthly payment will be adjusted as follows:
 - a) Decreases in monthly payments between periodic reexaminations are effective the first day of the month following the month during which the change in circumstances was verified. The only exception to this is if the change was not verified sooner due to circumstances beyond the control of the Tenant. If the decrease is due to a decrease in Welfare Assistance see Section D.7.(e) in this chapter.
 - b) Increases in monthly rent are effective the first day of the month following the change in income, the rent review, or the annual reexamination. Thirty days notice of an

- increase will be provided as long as the resident provided the verification in a timely manner. If the verification was not provided in a timely manner, the increase will be retroactive to the date the increase should have been effective.
- c) There is a disallowance of earned income, that only applies for calculation of rent after admission to the program, which is earned income for families who start work or self-sufficiency programs for a period of 12 months. The rent may not be increased as a result of the increased income as a result of employment of a member of the family who was previously 1. unemployed for one or more years; whose earned income increases during the participation of a family member in any family self-sufficiency or other job training program; or who is or was, 2. within previous 6 months, assisted under any State program for temporary assistance for needy family funded under part A of the Title IV of the Social Security Act and only if the amount of TANF-funded assistance, benefits or services is at least five hundred dollars and whose earned income increases; 3. whose employment income increases during the participation of a family member in any family self-sufficiency or other job training. For the purposes of this section, "previously unemployed" includes a person who has earned, in the previous 12 months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
- d) Upon expiration of the 12-month period of earned income the rent payable by a family described above may be increased due to the continued employment of the family member described above except that during the 12-month period beginning upon such expiration the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable but for this paragraph. These two 12-month periods are cumulative over a 48-month period, i.e. the resident has a limit of 48 cumulative months in which he/she is employed 24 months. The disallowance is limited to one forty-eight month period from the beginning of the first month after commencement of qualifying employment of an individual family member. At any time after the 48 months from the first date of employment have expired, the resident is no longer eligible for decreased rent due to employment. Each qualifying family member is only entitled to a total of 12 months of each disallowance. This applied only for public housing residents, not for applicants.
- e) Families must not have their rent reduced if welfare assistance is reduced due to fraud, failure to participate in economic self-sufficiency program, or failure to comply with work activities requirement. Rent will be reduced if the welfare reduction is the result of the expiration of a lifetime limit of welfare benefits or the family has complied with welfare program requirements but can't find a job. Welfare assistance means income assistance from Federal or State welfare programs, and includes assistance provided under the TANF program. Welfare assistance does not include assistance solely directed to meeting housing expenses, and does not include programs that provide health care, child care or other services for working families. The EXCEPTION to this is that the BHA may not include imputed welfare income in annual income if the family was not a public housing resident at the time of the sanction. The BHA must ask welfare agencies to inform the BHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the BHA written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction. The BHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency.

E. ADJUSTMENT FOR UTILITY ALLOWANCES.

1. The Authority shall determine whether there has been a substantial change in utility rates and whether an adjustment is required in the Utility Allowances. If the Authority determines that an adjustment should be made, affected residents will be given notice of the Utility Allowance revisions not less than sixty (60) days prior to the proposed effective date of such revisions. Residents will also

be provided an opportunity to submit written comments during a period expiring not less than thirty (30) days prior to the proposed effective date of the allowance revisions.

1. Changes in rents shall become effective the first day of the month following the date of adoption of the Utility Allowance by the Board of Commissioners, as long as the above 60 day requirement has been met.
2. Residents whose rent increases due to Utility Allowance adjustments shall receive at least thirty (30) days notice of such increase.
3. The BHA will pay any utility reimbursement, when the resident has a credit, directly to the utility company.

F. ADJUSTMENTS DUE TO ERRORS.

1. An adjustment in monthly payments shall be retroactive to the first day of the rent period affected when there is:
 - a) an error due to misrepresentation by the Family and the corrected determination results in increased rent;
 - b) an error from which the corrected determination results in decreased rent.
2. An adjustment in monthly payments shall be effective the first day of the month following the date an error is found if the error was not the fault of the Family and the corrected determination results in increased rent.

G. REEXAMINATION PROCEDURES.

1. The Head of Family is required to complete a Personal Declaration form, and whatever other forms as may be necessary, prior to the reexamination, and to supply such information as required, including income verification, to determine family composition and Annual Income.
8. The Family is to be notified in writing concerning their eligibility status, any changes in monthly payments, and/or any amounts owing as a result of malfeasance or nonfeasance on the part of the Family.
9. Upon determination by the Authority that data supplied by the Family was misrepresented, the Authority may terminate the Lease or may adjust the monthly payment, billing for any amount owing as a result of this misrepresentation.
5. See section A.4. above for a discussion of minimum rent exceptions.

H. FAILURE TO REPORT INCOME CHANGES.

If it is found at the time of reexamination (or any other time) that the family has failed to report changes in family circumstances as they occurred and that such changes would have required the Family to pay a higher monthly payment

1. the Authority shall collect the increased payment retroactive to the first of the month in which the changes occurred. Unless the Executive Director, or authorized agent, approves a Repayment Agreement, as specified below, the amounts shall be due and payable thirty (30) days from the date of the notice to the Family specifying the amount owed.
2. It is considered fraud and can result in the termination of the lease of the tenant.
3. The family must promptly furnish to the BHA any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income. If that verification is not provided it could result in the termination of the lease of the tenant.
4. The BHA must verify the accuracy of the income information received from the family, and change the amount of the total tenant payment and tenant rent, or terminate assistance, as appropriate, based on such information.

I. DAMAGES AND SUDDEN LOSS OF INCOME.

If, during any twelve (12) month period, a Family is unable to pay one month's payment due to a sudden decrease in income, or the Family incurs a debt to the Authority equal or greater than one

month's payment, the Family may enter into a Repayment Agreement with the Authority. This Repayment Agreement shall be as follows:

1. Minimum monthly payments shall be 1/6th of the amount owed, or \$25.00, whichever is greater. However, the minimum monthly repayment amount shall be reduced when necessary in order that the monthly payment plus the Family's Total Tenant Payments shall not exceed fifty (50%) percent of the Family's Gross Monthly Income.
2. Repayment Agreements shall be due and payable per the same terms and conditions as apply to the payment of monthly rent.
3. Monthly payments made by a Family who has an outstanding Repayment Agreement shall be applied in the following order:
 - a) Past due Repayment Agreements
 - b) Current Repayment Agreements
 - c) Other past due charges and late charges
 - d) Current charges

J. FAILURE TO REPORT INCOME CHANGES WITH EXTENUATING CIRCUMSTANCES. The Executive Director, or authorized representative, may allow a Family, who fail to report income changes, to enter into a Repayment Agreement under the following circumstances:

1. The failure to report income changes was not an intentional misrepresentation of income; and,
2. The family does not have the funds available to repay the debt; and,
3. The debt is greater than the Family's gross monthly income.

K. AUTHORITY ERRORS. The Housing Authority will not calculate retroactive increases if the income change was reported in a timely manner and the Authority failed to make the appropriate adjustment. If rent was calculated correctly, the resident was informed of the new rental amount, but there was an error in charging that rent amount to the resident, the resident is still responsible for paying that rent amount.

VII. UNIT INSPECTIONS

A. INITIAL INSPECTION.

1. An initial inspection of the dwelling unit will be required prior to resident move-in, but after the unit has been completely repaired, cleaned and made ready for occupancy. The resident will be instructed during the inspection of the Authority's expectations for dwelling unit upkeep.
2. The inspections shall be conducted with both the resident and Authority representative present, and the results entered on an inspection form prescribed by the Authority.
3. The pre-occupancy condition of the unit, as well as any deficiencies, missing items, needed repairs, etc. shall be entered on the report.
4. The report shall be signed and dated by both the resident and the Authority representative, and shall be considered the official record documenting the condition of the unit at the time of occupancy. The report shall serve as the basis for assessing charges (if any) to the resident upon termination of residency.
5. The original of the inspections shall become a permanent part of the resident's file. A copy of the report shall be provided to the resident. Corrective action by the Authority on deficiencies noted in the initial inspections shall be made a part of this report.

B. PERIODIC INSPECTIONS. During the first year of occupancy, inspections may be conducted every six months. If the inspections during the first year are satisfactory and no Lease violations are noted, the Authority may reduce the frequency of inspections during subsequent years of occupancy. At a minimum, annual inspections of all units will be completed.

C. SPECIAL INSPECTIONS. A special inspection will be conducted where deficiencies are noted at the annual inspection or when damages or other violations are suspected. If the interim inspection reveals inadequate care of the unit, the resident shall be placed on probationary status. A copy of the inspection listing the deficiencies shall be provided to the resident stating that corrective action must be taken and setting a date for inspection. If upkeep remains inadequate, appropriate action, including possible termination of tenancy, will be taken.

D. VACATE INSPECTION:

1. Inspection of a Unit being vacated will be required. The vacate inspection will be scheduled when the resident has removed all personal items and completed cleaning of the unit. Residents shall be given vacate instructions to assure that they understand the Authority requirements and expectations.
2. If possible, the inspection will be conducted with the resident present, and the inspection report shall be signed by both the resident and the Authority representative.
3. A list of potential charges shall be summarized on the appropriate section of the report. The vacate inspection report shall be compared with the initial inspection to evaluate any damages beyond normal wear and tear.
4. Disagreement between the resident and the Authority regarding vacate charges and the disposition of any Security Deposit shall be settled in accordance with the Authority's Grievance Procedure.
5. Vacate inspections shall also be required when residents have vacated without notice or have been evicted where normal vacate inspection procedures would be inappropriate. In these situations, two Authority representatives should be present during the inspection and/or photograph taken to document the condition of the unit.

- E. DEVELOPMENT INSPECTIONS. The Authority will conduct project inspections as often as feasible to note the condition in need of repair, general trends of resident neglect, and/or specific deficiencies in the appearance or upkeep of units.
- F. HUD INSPECTIONS. HUD or HUD contractors may conduct apartment and project inspections.
- G. PHOTOGRAPHY. The BHA may photograph or videotape the apartment during any inspection or entry into the apartment after notification of entry is given.

VIII. PET POLICY FOR UNITS DESIGNED FOR ELDERLY AND/OR DISABLED

- A. **GENERAL STATEMENT:** Under Section 227 of the Housing and Urban -Rural Recovery Act of 1983, effective November 30, 1983, Federal guidelines have been established which permit pet ownership in Federally Assisted Rental Housing built exclusively for occupancy by the elderly and handicapped. This policy pertains to Wood Hill Towers, John Kane Homes, McGraw and Nierstheimer units which have been designated for the elderly or handicapped. No family living in these units can, as a condition of occupancy, be prohibited from keeping common household pets in their units. In addition, no family can be denied admission to those units because they own such pets.

Animal that assist the handicapped are excluded from this policy.

This regulation also does not apply to service animals that assist persons with disabilities or service animals that visit public housing sites. We do reserve the right to limit service animals to one per apartment. Those animals must also be determined to be healthy and to have had all required shots by a licensed veterinarian. The tenant must also designate a responsible person to care for the animal in case of their absence or incapacity.

ONLY residents who are in good standing with the Authority may keep a pet at their apartment. To be in good standing all rent must be paid, the apartment must be kept clean and all other rules of the Authority must be followed. The Authority may amend these rules from time to time, as necessary, and such amendments shall be binding on the residents upon notice thereof. In all cases all animal owners must comply with the Illinois Humane Care for Animals Act.

- B. **COMMON HOUSEHOLD PETS** included domesticated animals, such as dogs, cats, birds or fish, that are traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles, birds of prey and rodents are not to be considered common household pets. Those pets not allowed include, but are not limited to hamsters, gerbils, guinea pigs and snakes. Vicious, dangerous or intimidating pets will not be allowed. This could be as specific type of pet, breed of pet, or as specific pet.

C. **PET RULES**

1. **Registration.** All dogs and cats must be registered with the Authority before they are brought onto the premises. The registrations shall include:
 - a) A completed description of the pet, including breed, age, color, height and weight;
 - b) A certification of a licensed veterinarian stating that the pet:
 - (1) has received all required inoculations and boosters, including current rabies, distemper and parvovirus.
 - (2) has been neutered or spayed if over the age of ten months old; and
 - (3) is in good health and free from communicable diseases and external parasites (fleas, ticks, etc.), and generally shows good behavior.
 - (4) pet's weight not to exceed 15 pounds at adult size.
 - (5) the front paws of cats are declawed.
 - c) A signed statement from a responsible person who will care for the pet if the pet owner is, for any reason, no longer able to care for the pet or if the tenant is to be away overnight or longer. That person must be available to take the pet away from the premises within twelve hours after any emergency causing the owner not to be able to care for the animal. The name, address and phone number of the person shall be included.
 - d) A signed statement from the pet owner that he or she has read the pet policy and agrees to comply with the rules
 - e) All present pet owners shall update pet information on an annual basis.
 - f) One color photo of the pet, may be required.
 - g) A current license issued by the appropriate authority.
2. **Sanitary Standards and Pet Care**
 - a) Each pet owner shall be responsible for the proper disposal of pet wastes in a safe and sanitary manner.

- b) Pet waste shall be picked up and disposed of by placing in a plastic bag, sealing and depositing in a proper garbage receptacle. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds.
- c) Cat litter shall be changed at least weekly and shall be disposed of as above. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate or to become unsightly, unsanitary, or have an odor.
- d) Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- e) Food and area around food must be maintained in a clean and sanitary manner in order to prevent pest problems.
- f) An inspection of the potential owner's apartment may be required prior to allowing the pet to move into the apartment.

3. Pet Restraint

- a) All dogs and cats must be kept on a leash and under control by an adult at any time they are outside of their apartment.
- b) No pets are to be allowed at any time in any community areas including the Community Room, South Activity Room, Party Room or Commissary.
- c) Pets will only be allowed to be in the interior common areas for ingress and egress to and from the building. Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in yards or other common areas of the facility.
- d) Birds shall be confined to a cage at all times. A bird may be removed from its cage while inside the dwelling unit for the purpose of handling, but shall not be generally unrestrained.
- e) All pets must be on a leash and carried in a pet carrier when inside the allowable common areas in the building.
- f) No animals shall be tied up on the outside or left unattended.
- g) All pets must be in a pet carrier/cage or otherwise restrained when residents are aware that BHA staff will be in their apartment - such as on spray days.

4. Limitations

- a) All pets shall be currently licensed in accordance with local laws and regulations.
- b) No more than one dog or cat shall be permitted in a household of a resident living in a building designated for the elderly/disabled. See other Pet Policy for housing not designated for the elderly or disabled. No more than 2 birds and 1 fish aquarium shall be permitted in any public housing unit unless special permission is given.
- c) The dog's anticipated full-grown height and weight shall not exceed 15 pounds.
- d) Dogs and cats may reside with their owners in any unit at Wood Hill Towers or John Kane homes.
- e) Any resident of a unit at Nierstheimer East, West or at McGraw apartments may keep a pet if these rules are followed.
- f) Should any pet housed in an Authority facility give birth to a litter, the residents shall move from the premises of said pet sex except one within ten (10) days.

5. Security Deposits

- a) All owners of dogs or cats are required to pay a separate, refundable pet security deposit. The amount of the deposit shall be \$100 and shall be paid in advance prior to the pet being allowed into the apartment. There is no deposit required for 1 bird in a cage or 1 fish aquarium.
- b) The pet security deposit shall be used to pay reasonable expenses directly attributed to the presence of the pet in the project building including, but not limited to, the cost of repairs to and fumigation of the dwelling unit.

c) The Authority shall refund the unused portion of the pet security deposit as prescribed by State law when the tenant vacates, or within a reasonable time if the tenant no longer owns or keeps the pet in the unit. No interest shall be earned or paid on the pet deposit.

6. Strays and Visitors

a) The care or feeding of animals not registered with the Housing Authority shall be considered keeping a pet without permission, and a violation of this policy.

b) The keeping of a pet on a temporary basis for others is not permitted. Pets belonging to visitors of tenants are not permitted in the buildings, without the express written permission of the Executive Director or his/her designee.

D. NUISANCE OR THREAT TO HEALTH OR SAFETY

1. If a pet becomes a nuisance, vicious, or displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, the BHA may request the pet owner to remove the pet immediately. If the BHA is unable to contact the pet owner, the BHA will first contact the authorized responsible person, and in the event that contact cannot be made, the BHA will authorize removal of the pet.

2. If the health or safety of the pet is threatened by the death or incapacity of the pet owner, and the authorized person cannot be contacted, the BHA will take immediate action. If the BHA must take action to remove the pet, the animal will be placed in a facility that will provide care and shelter for no less than 10 days. The pet owner will be responsible for this cost. If the pet owner is deceased, the cost will be deducted from the pet security deposit.

3. If pets are left unattended for a period of twenty-four (24) hours or more, the Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. The Authority accepts no responsibility for the animal under such circumstances.

4. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere, or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

E. DENIAL OF APPROVAL: The Authority reserves the right to refuse to register a pet if

1. The pet is not a common household pet;

2. The keeping of the pet would violate any applicable house pet rule;

3. The pet owner fails to provide information as required under this policy; or

4. The Authority reasonably determines, based upon the pet owner's past habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other Lease obligations.

5. The apartment is not kept in a clean and sanitary condition based on annual unit inspections

6. If the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

F. PET RULES VIOLATION PROCEDURES. Violation of these pet rules shall be considered a violation of the Lease Agreement and shall be handled accordingly. This includes the tenant's right to a hearing under the Authority's Grievance Procedure.

1. The pet owner will be fined up to \$50 for each occurrence.

2. The pet will be required to be moved if it disturbs neighbors, visitors, staff or contractors of the BHA within 14 days of written notice by Authority.

3. Eviction

G. EXCLUSION FOR ANIMALS THAT ASSIST THE HANDICAPPED

1. This pet policy does not apply to animals that are used to assist the handicapped. In order to qualify for this exclusion with a limit of one animal, the tenant or prospective tenant must provide the following:

a) Appropriate medical certification that the tenant is handicapped, i.e. physician's statement.

- b) That the animal has been trained to assist the tenant with a specific handicap, and
- c) That the animal actually assists the handicapped individual.

IX. PET POLICY FOR UNITS NOT DESIGNED FOR ELDERLY/DISABLED

This regulation does not include the rules for elderly or disabled federally -assisted rental housing, which are located at 24 CFR Part 5, Subpart C. This regulation also does not apply to service animals that assist persons with disabilities or service animals that visit public housing sites. We do reserve the right to limit service animals to one per apartment. Those animals must also be determined to be healthy and to have had all required shots by a licensed veterinarian. The tenant must also designate a responsible person to care for the animal in case of their absence or incapacity. This Statement of Pet Policy is established for the Housing Authority of the City of Bloomington effective after Regulations are published by HUD and approved by the Board.

Per the requirements of Section 526 of the Quality Housing and Work Responsibility Act of 1998, "a resident of a dwelling unit in public housing may own one (1) or more common household pets or have one (1) or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health, animal control and animal anti -cruelty laws and regulations and with the policies established in the public housing agency plan for the agency".

ONLY residents who are in good standing with the Authority may keep a pet at their apartment. To be in good standing all rent must be paid, the apartment must be kept clean and all the rules of the Authority must be followed. The Authority may amend these rules from time to time, as necessary, and such amendments shall be binding on the residents upon notice thereof. In all cases all animal owners must comply with the Illinois Humane Care for Animals Act.

COMMON HOUSEHOLD PETS included domesticated animals, such as dogs, cats, birds or fish, that are traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles, birds of prey and rodents are not to be considered common household pets. Those pets not allowed include, but are not limited to hamsters, gerbils, guinea pigs and snakes, as well as any animal classified as dangerous. Vicious, dangerous or intimidating pets will not be allowed. This could be a specific type of pet, breed of pet, or a specific pet.

- 1.0 **PET RULES: Registration.** All dogs and cats must be registered with the Authority before they are brought onto the premises. Prior to allowing any pet on the premises, the resident shall apply to BHA for a pet permit that shall be accompanied by the following:
 - 1.1 A completed description of the pet, including breed, age, color, height and weight.
 - 1.2 A current license issued by the appropriate authority
 - 1.3 A certification of a licensed veterinarian stating that the pet
 - a. has been spayed or neutered, as applicable
 - b. has received all required inoculations and boosters, including rabies, parvovirus and distemper inoculations or boosters and must keep up with these yearly
 - c. is in good health and free from communicable diseases and external parasites (fleas, ticks, etc.) and generally shows good behavior
 - d. pet's weight not to exceed 15 pounds at adult size
 - e. the front paws of all cats must be declawed
- 1.4 Assigned statement from a responsible person who will care for the pet if the pet owner is, for any reason, no longer able to care for the pet or if the tenant is to be away overnight or longer. That person must be available to take the pet away from the premises within twelve hours after any emergency causing the owner not to be able to care for the animal. The name, address and phone number of the person shall be included.
- 1.5 Assigned statement from the pet owner that he or she has read the pet policy and agrees to comply with the rules.
- 1.6 All present pet owners shall update pet information on an annual basis

1.7 One color photo of the pet may be required.

2.0 Sanitary Standards and Pet Care

- 2.1 Each pet owner shall be responsible for the proper disposal of pet wastes in a safe and sanitary manner. 2.2 Pet wastes shall be picked up and disposed of by placing in a plastic bag, sealing and depositing in a proper garbage receptacle. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds.
- 2.3 Cat litter shall be changed at least weekly and shall be disposed of as above. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate or to become unsightly, unsanitary, or have an odor.
- 2.4 Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- 2.5 Food and area around food must be maintained in a clean and sanitary manner in order to prevent pest problems.
- 2.6 An inspection of the potential owner's apartment may be required prior to allowing the pet to move into the apartment.

3.0 Pet Restraint

- 3.1 An adult must keep on a leash and under control all dogs and cats at any time they are outside.
- 3.2 Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in yards or other common areas of the facility.
- 3.3 Birds shall be confined to a cage at all times. A bird may be removed from its cage while inside the dwelling unit for the purpose of handling, but shall not be generally unrestrained.
- 3.4 No animals shall be tied up on the outside or left unattended. No doghouses, animal runs, etc. will be permitted.
- 3.5 Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.

4.0 Limitations

- 4.1 No more than one dog or cat shall be permitted in an apartment.
- 4.2 Permitted pets are domesticated dogs, cats, birds, and fish aquariums. The weight of the dog or cat may not exceed fifteen (15) pounds (adult size).
- 4.3 The **only location in which dogs will be permitted is in Sunnyside Court** as that is the only family development that has enough green space for dogs.
- 4.4 Only one pet that requires a pet deposit, per household, will be permitted. Only 2 pets that do not require a pet deposit, per household, will be permitted.
- 4.5 Should any pet housed in an Authority facility give birth to a litter, the residents shall move from the premises of said pet except one within ten (10) days.

5.0 Security Deposits

- 5.1 All owners of dogs or cats are required to pay a separate, refundable pet security deposit of \$200. It is not required for 1 bird kept in a cage or 1 fish aquarium. This deposit must be paid in addition to the Authority's standard security deposit and in advance prior to the pet being allowed into the apartment.
- 5.2 The pet security deposit shall be used to pay reasonable expenses directly attributed to the presence of the pet in the project building including, but not limited to, the cost of repairs to and fumigation of the dwelling unit.
- 5.3 A monthly non-refundable nominal fee of \$15 per month to cover reasonable operating costs to the Housing Authority will be required of each pet other than 1 bird or 1 fish aquarium.
- 5.4 The Authority shall refund the unused portion of the pet security deposit as prescribed by State law when the tenant vacates, or within a reasonable time if the tenant no longer owns or keeps the pet in the unit. No interest shall be earned or paid on the pet deposit.

6.0 Strays and Visitors

6.1 Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animal shall constitute having a pet without written permission of the Authority.

6.2 Visitors are not allowed to bring pets and the residents shall not engage in "pet sitting." The keeping of a pet on a temporary basis for others is not permitted. Pets belonging to visitors or tenants are not permitted on the premises or in the apartment, without the express written permission of the Executive Director or his/her designee.

7.0 Nuisance or threat to the health or safety

7.1 If a pet becomes a nuisance, vicious, or displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the BHA may request the pet owner to remove the pet immediately. If the BHA is unable to contact the pet owner, the BHA will first contact the authorized responsible person (pet sponsor), and in the event that contact cannot be made, the BHA will authorize removal of the pet.

7.2 If the death or incapacity of the pet owner threatens the health or safety of the pet, and the authorized person cannot be contacted, the BHA will take immediate action. If the BHA must take action to remove the pet, the animal will be placed in a facility that will provide care and shelter for no less than 10 days. The pet owner will be responsible for the cost. If the pet owner is deceased, the cost will be deducted from the pet security deposit.

7.3 If pets are left unattended for a period of twenty-four (24) hours or more, BHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. BHA accepts no responsibility for the animal under such circumstances.

7.4 Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

8.0 Violation of the Rules. Residents who violate these rules are subject to:

8.1 Being required to get rid of the pet within 14 days of written notice by BHA

8.2 Eviction.

8.3 A fine of up to \$50 for each occurrence.

9.0 DENIAL OF APPROVAL: The Authority reserves the right to refuse to register a pet or to revoke the registration at any time. The privilege of maintaining a pet in a facility owned and/or operated by BHA shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to BHA's Hearing Procedures

9.1 if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

9.2 The pet is not a common household pet

9.3 The keeping of the pet would violate any applicable house pet rule;

9.4 The pet owner fails to provide information as required under this policy

9.5 The Authority reasonably determines, based upon the pet owner's past habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other Lease obligations

9.6 The apartment is not kept in a clean and sanitary condition based on annual unit inspections.

10.0 A breach of any of the foregoing rules constitutes a breach of the resident's lease and can result not only in the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. Further, the resident is subject to the Animal Control Act, Section 351 et. seq. of Chapter 8 of the Illinois Revised Statutes. The election of a remedy by BHA for a resident's breach of the foregoing rules is not exclusive and

BHA may thereafter pursue any of the various remedies
decide.

for in the lease as BHA may, in its discretion,

11.0 EXCLUSION FOR ANIMALS THAT ASSIST THE HANDICAPPED

This pet policy does not apply to animals that are used to assist the handicapped. In order to qualify for this exclusion for a limit of one animal, the tenant or prospective tenant must provide the following:

- 11.1 Appropriate medical certification that the tenant is handicapped, ie. physician's statement.
- 11.2 That the animal has been trained to assist the tenant with a specific handicap, and
- 11.3 That the animal actually assists the handicapped individual.

X. APPENDIX A - DEFINITIONS

Abandonment of Unit. A unit shall be considered abandoned if:

- A. the unit appears uninhabited and the Tenant has not paid rent for the _____ period in which the unit was uninhabited; or
- B. Tenant's property of apparent value has been removed and one of the following has occurred:
 - 1. a period of 30 days has elapsed from the time the removal of the Tenant's property _____ was first noticed; or
 - 2. the Tenant has expressed an intent to move or other circumstances make it unlikely that the Tenant will return; or
 - 3. the Authority has filed a forcible entry and detainer suit.
- C. If the Authority determines that an abandonment has occurred _____, it may retake possession of the premises and dispose of all Tenant's property whenever the rent due on the premises exceeds the apparent value of the property, or 30 days after the apartment was posted as apparently abandoned.

Adjusted Income. The Annual Income of an Eligible Family less:

- A. \$480 for each Dependent.
- B. \$400 for any Elderly/Disabled Family.
- C. **Child Care Expenses**, as defined.
- D. Medical Expenses which exceed three percent (3%) of the Annual Income of any Elderly Family.
- E. **Handicapped Assistance Expenses**, as defined, in excess of three percent (3%) of Annual Income.
- F. Any other approved work -related expenses as described in Chapter 2.
- G. Earned income of a minor
- H. Other HUD approved and funded adjustments as noted in Chapter 2.

Anniversary Date of Lease. Day of the year on which the Lease was initially executed.

Annual Income. The anticipated total Annual Income of an Eligible Family from all sources for the 12 _____ -month period following the date of determination of Income (see Section II.B.).

Assistance applicant. A family or individual that seeks admission to the program.

Authority. The Housing Authority of the City of Bloomington.

BHA. Housing Authority of the City of Bloomington

Child Care Expense. Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education including full -time vocational training and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of Income received from such employment that is included in annual income.

Citizen. A citizen of the United States.

Covered families. Designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefits sanction for noncompliance with this obligation. Families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Criminal Activity. Includes violent crimes and any other crimes that would pose _____ a threat to the life, health, safety, or peaceful enjoyment of residents. These shall be considered when determining eligibility for a family applying for public housing and in determining continuing eligibility. This will be done on a case _____ -by-case basis focusing on the concrete evidence of the seriousness and recentness of criminal activity as the best predictor of tenant suitability. The location of the offense is irrelevant. The Authority will also take into account the extent of criminal activity _____ and any additional factors that might suggest a likelihood of favorable conduct in the future, such as evidence of rehabilitation.

Currently engaging in illegal use of a drug. Illegal use of a drug occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

Dependent. A member of the family household (excluding foster children), other than the Head of Family or Spouse, who is under 18 years of age or is a Disabled or Handicapped Person, or is a full-time student, including a student in vocational training.

Designated for the Elderly or Handicapped. Any development, including any building within a mixed-use development, that was designated for occupancy by the elderly or handicapped at its inception, or, although not so designated, for which the Authority gives preference in tenant selection (with HUD approval) for all units in the development, or for a building in a mixed-use development, to elderly or handicapped families.

Disabled Person. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 601(7)).

- A. Section 223 of the Social Security Act defines “disability” as:
 - 1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months; or
 - 2. 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(1) of the Social Security Act, 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.
 - 3. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing solely on the basis of any drug or alcohol dependence.
- B. Section 102(7) of the Developmental Disabilities and Bill of Rights Act defines “developmental disability” as: A severe chronic disability that (a) is attributable to a mental and/or physical impairment; (b) is manifested before the person attains age 22; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in three (3) or more of the following areas of major life activity:
 - 1. self-care;
 - 2. receptive and responsive language
 - 3. learning;
 - 4. mobility;
 - 5. self-direction
 - 6. capacity for independent living; and
 - 7. economic self-sufficiency; and
 - 8. reflects the person’s need for a combination and a sequence of special, interdisciplinary or generic care, treatment or other services which are of life-long or extended duration and are individually planned and coordinated.

Displaced Person. A person displaced by governmental action, or a person whose dwelling unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by under Federal disaster relief laws.

Domestic Violence. Actual or threatened physical violence directed against one or more members of a family by a spouse or other member of the household.

Drug abuse treatment facility. A facility that holds itself out as providing and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use and that is either an identified unit within a general care facility or an entity other than a general medical care facility.

Drug-related Criminal Activity. The illegal manufacture, sale, distribution, use, possession or possession with intent to manufacture, sell, distribute or use a controlled substance. (As defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) which does include marijuana as a controlled substance.) This can be both on or off the premises of Public Housing.

Dwelling Lease. A lease agreement between the Housing Authority and the tenant in the form shown in Appendix C. The Dwelling Lease shall, among other things, reflect the rent currently being charged and the conditions governing occupancy. It will cover a 12-month period.

Dwelling Unit. A Unit, as defined.

Economic self-sufficiency program. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skill training, education, English proficiency, workfare, financial or household management, apprenticeship, and any other program necessary to ready a participant to work (such as substance abuse or mental health treatment). It includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)).

Elderly Family. A family whose head of family, spouse, or sole member is an elderly, disabled or handicapped person, as defined. It may include two (2) or more elderly, disabled or handicapped persons living together, or one (1) or more such persons living with one or more live-in aides.

Elderly Person. A person who is at least 62 years of age.

Eligible Family. A family who meets the requirements of Section II.A. and whose annual income meets the criteria listed in Chapters 2, 3, and 4 and meets income criteria at time of move-in.

Emancipated Minor. A person under the age of 18 years who has been declared legally emancipated from his or her parents according to federal, state or local law. For the purpose of qualifying for housing, a minor may also be considered to be emancipated by reason of marriage.

Extremely Low Income. A family whose income does not exceed 30% of the median family income.

Family. One or more persons applying for or living in an assisted dwelling unit. A family can consist of any of the following:

- A. An **Elderly Family**, as defined in this Section.
- B. Two (2) or more persons who intend to live together and whose income and resources are available to meet the family's needs, with the following clarifications:
 - There can also be other persons living in the household, such as foster children, if it is determined that the unit will not be overcrowded.
 - 1. Persons residing with a family to permit the employment of a sole wage earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility at admission or for continued occupancy.
 - 2. Children are considered family members if they either currently reside, or it can be reasonably anticipated that they will reside, with the family at least six (6) months a year.
 - 3. The temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size.
- C. A **Single Pregnant Woman** or a **Single Person Obtaining Custody**, as defined, shall be considered a two-person family.
- D. A single person who is otherwise eligible.
- E. The remaining member of a tenant family.
- F. A displaced person.

Family member. Immediate family member for purpose of minimum rent exemption is parent, step-parent, child, step-child, grandparent, sibling.

Full Time Student. A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is considered a Full-Time student under the standards and practices of the institution attended.

Handicapped Assistance Expenses. Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including Handicapped and Disabled members) to be employed; provided that, the expenses are either paid to a member of the family or reimbursed by an outside source.

Handicapped Person. A person having physical or mental impairment (1) which is expected to be of long and indefinite duration; (2) which substantially impedes that person's ability to live independently; and (3) which is of

such nature that the ability to live independently would be substantially improved by more suitable housing conditions such as those provided by the Program.

Hardship circumstances to qualify for Hardship exemption. Are used in determining whether or not family must pay minimum rent. They include when family has lost eligibility for or is waiting for an eligibility determination for a Federal, State or local assistance program; the family would be evicted as a result of applying the minimum rent requirement; the income of the family has decreased because of changed circumstances such as loss of employment or a death in the family. It includes a situation where the family would be evicted because it is unable to pay the minimum rent - but only minimum rent. This applies to a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996.

Head of Family . That member of the Family who is actually looked to, and held accountable for, the Family's needs.

Homeless. Lacking a fixed, regular, adequate nighttime residence, AND having a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings. Does not include any individual imprisoned or detained pursuant to state law or an act of Congress.

HUD. The U.S. Department of Housing and Urban Development or its designee.

Imputed Welfare Income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is none the less included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rent allocation based on this income. It includes the amount of imputed welfare income plus the total amount of other annual income. However, the amount of imputed annual income is offset by income from other sources received by the family that starts after the sanction is imposed. The BHA will count imputed welfare income of a covered family only after the BHA has received notice of the welfare reduction from the welfare agency. At the request of the BHA the welfare will inform the BHA in writing of the amount and term of any specified welfare benefit reduction for a family member and the reason for such reduction.

Income. Income from all sources received by the Head of Family (even if temporarily absent) and each additional member of the Family household. It includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in economic self-sufficiency

Income Based Admission. Selecting an applicant based on the amount of the applicant's income. Selecting a relatively higher income family for admission is allowed if the preference is pursuant to a Local Preference admission or for deconcentration of poverty or in order that 40% of all new admissions are families with incomes no higher than 30% of area median income.

Income for Eligibility . The anticipated total Annual Income of a Family for the 12-month period following the date of determination, computed in accordance with Section II.B.

Income Limits. HUD established Low and Very Low and Extremely Low Income Limits that are used to determine if assisted housing program applicants qualify for admission to the programs, and are based on HUD estimates for area median family income.

Involuntary Displacement . Having been forced to vacate a housing unit and not living in standard replacement housing, OR, within no more than six (6) months from the date of preference status certification, will have to vacate a housing unit. The reason for vacating must be a result of one or more of the following:

- A. A disaster, such as a fire or flood, that results in the uninhabitability of the unit.
- B. An activity carried on by a government agency in connection with code enforcement or a public improvement or development program.
- C. An action by a landlord that:
 1. Is beyond an applicant's ability to control or prevent; and,
 2. Occurs despite an applicant's having met all previously imposed conditions of occupancy; including HUD program policies and procedures for the occupancy of under-occupied or overcrowded units, and including any court decrees or in accordance with policies and procedures under a HUD approved desegregation plan; and,
 3. Is other than a rent increase.

- D. **Domestic Violence**, as defined, if the violence occurred recently or is of a continuing nature, and if the applicant certifies that the person who engaged in such violence will not reside with the applicant family unless the Authority has given advance, written approval.
- E. A member of the family has a mobility or other impairment that makes it the person unable to use critical elements of the unit; and the owner is not legally obligated to make changes to the unit which would make the critical elements accessible.

Lease. Dwelling Lease, as defined.

Live-In-Aide. A person who resides with an Elderly, Disabled or Handicapped Person (or Persons) and who (a) is determined by the Authority to be essential to the care and well-being of the person; (b) is not obligated for support of the person; and (c) would not be living in the unit except to provide necessary supportive services.

Lower Income Family. A Family whose Annual Income does not exceed eighty percent (80%) of the median income for the area as determined by HUD, with adjustments for smaller and larger families.

Medical Expenses. The out-of-pocket medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.

Military or Naval Service of the United States. Service in the Army, Navy, Air Force, Marine Corps or Coast Guard. Such service does not include the Merchant Marine, Red Cross, UNRRA, or any other organization not actually a part of the Military or Naval Service of the United States.

Monthly Adjusted Income. One-twelfth (1/12) of the Adjusted Income.

Monthly Income. One-twelfth (1/12) of the Annual Income.

Near Elderly Family. A Family whose Head or Spouse (or sole member) is at least fifty (50) years of age but below the age of sixty-two (62) years.

Net Family Assets. The net cash value, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment, excluding interest in Indian Trust land. In determining Net Family Assets, the value of any assets disposed of by an applicant or tenant for less than fair market value (including disposition in trust but not in foreclosure or bankrupt sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, shall be included in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Elderly Family. A family whose Head of Family and/or spouse is less than 62 years of age and neither Handicapped nor Disabled.

Occupancy Standards. Standards established by the Authority governing the allowable size of Family occupying a particular size of Dwelling Unit.

Overcrowded Unit. A Unit occupied by more than the number of persons permitted by the Authority's Occupancy Standards.

Participant. A family or individual that is assisted under the public housing program.

Preference. A means of ensuring that housing assistance is directed to those with greatest housing needs by providing housing or assistance to applicants in certain categories prior to others on the waiting list who applied earlier. Local Preferences are established by the Housing Authority as a means of selecting among applicants.

Previously unemployed. For purposes of this section involving limit of rent increase with start of employment "previously unemployed" includes any family member unemployed during the past one or more years. It also includes a person who has earned in the previous twelve (12) months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. As of 1-1-2000 that would be \$2,575.

Program. Low-Income Public Housing Program.

Public Assistance. Welfare or similar payments to Families which are made under programs funded by Federal, State and/or Local Governments.

Public Housing Authority. Any State, county, municipality or other governmental entity or public body, or an agency or instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for lower income families.

Rent (with respect to Preferences). The actual monthly amount due under a lease between a family and the family's current landlord; plus, for utilities purchased directly by families from utility providers.

Rent Burden Preference: The Federal Preference for admission of applicants who have paid more than 50% of their monthly income for rent for at least ninety (90) days.

Residency Preference. A preference for admission of families living in the jurisdiction of the Authority. Resident provisions are subject to the following:

- A. Residency requirements are not permitted.
- B. A residency preference may not be based on how long the applicant has resided in the jurisdiction; and
- C. Applicants who are working or who have been notified that they are hired to work in the jurisdiction shall be treated as residents of the jurisdiction.

Responsible Entity. The Housing Authority of the City of Bloomington (BHA) which administers the public housing program under an ACC with HUD

Serviceman. A person in the **Military or Naval Service of the United States**, as defined.

Single Person. A person living alone, or intending to live alone, who does not qualify as an Elderly Family, a Displaced Person, or as the remaining member of a tenancy family.

Single Persons Obtaining Custody. Single persons, with no children, who are in the process of obtaining legal custody of a person under eighteen (18) years of age.

- A. There must be a reasonable likelihood of the success of obtaining custody at the time of an offer of housing. If there is not a "reasonable likelihood" of success, but the applicant is still attempting to obtain custody, the applicant would not be housed, but could maintain the position on the waiting list until such time as custody is either secured or denied.
- B. If custody is denied after admission, the single person would still be eligible as the remaining member of a tenancy family.

Specified Welfare Benefit Reduction. Designates those reductions of welfare agency benefits for a covered family that may result in a reduction of the family rental contribution. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. A member of the Family household who is not a Dependent but who has established certain joint obligations and rights with the Head of Household, either through a formal arrangement such as marriage, or as evidenced by the establishment of a **stable family relationship**.

Stable Family Relationship. A family relationship established by evidence that two (2) or more persons have shared residency, income and resources for a period of not less than one (1) year or in any other way determined by the Authority.

Standard, Permanent Replacement Housing. Housing that is decent, safe and sanitary, that is adequate for the Family size, and that the Family is occupying pursuant to a lease or occupancy agreement. Such housing does not include transient facilities, hotels, motels, temporary shelters and, in the case of victims of domestic violence, does not include housing the applicant who lives with the individual who engages in such violence.

State. Any of these several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, the Trust Territory of the Pacific Islands, and Indian Tribes.

Substandard Housing. Those dwellings in which one or more of the following conditions are found to exist:

- A. Is **Dilapidated**, as defined.
- B. Does not have operable indoor plumbing.
- C. Does not have a usable flush toilet, a bathtub or shower inside the unit for the exclusive use of the family.

- D. Does not have a safe or adequate source of heat.
- E. Should, but does not have, a kitchen.
- F. Has been declared unfit for habitation by an agency or unit of government.

Temporarily Absent. An expectation that an absent household member will return in less than six (6) months.

Tenant Rent. Monthly amount the Family must pay to the Authority for occupancy of the Dwelling Unit. Tenant Rent equals the total Tenant Payment less the Utility Allowance, if any.

Total Tenant Payment. The calculated monthly rent payable by the eligible Family for occupancy of the Dwelling Unit before Utility Allowance, if any.

Unauthorized Non Family Resident. Occupancy of a Unit who is not a member of the Family, as specified in the Lease, and whose presence in the Unit has not been authorized by the Authority.

Unit. The residence (apartment, house, etc.) owned and/or managed by the Housing Authority and rented to an Eligible Family. The size of the Unit is determined by the number of bedrooms.

Utility Allowance. An estimate of the monthly cost of utilities (excluding telephone and cable) which are paid by the Tenant. This calculation is made by the Authority, and should represent an average consumption by an energy conservative household of modest circumstances which is needed to maintain a safe, sanitary and healthful living environment.

Utility Deposit. An amount paid by a Family to a public utility to secure service to the Dwelling Unit.

Utility Reimbursement. The amount, if any, by which the Utility Allowance exceeds the Total Tenant Payment.

Very Low - Income Family. A Family whose Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

Veteran. A person who has served in active Military or Naval Service of the United States at any time and who shall have been discharged therefrom under conditions other than dishonorable.

Violent Criminal Activity. Any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property of another. The Housing Authority will take into consideration the length of time since the last evidence of such activity, and the record of rehabilitation efforts on behalf of the family member. Also see... Criminal Activity.

Visitor. A person temporarily residing in a Dwelling Unit with a Family for a period of not more than three (3) days during any 365 day period. Persons residing longer than three (3) days, without the prior permission of the Authority, shall be determined to be **Unauthorized Non Family Residents**. The repeated presence of additional persons in the Unit and/or their use of the Unit for purposes such as receiving mail or storing possessions may be cause for the Family's Lease Agreement to be terminated.

Welfare Assistance. Income assistance from Federal or State welfare programs, and includes assistance provided under the Temporary Assistance to Needy Families (TANF) program, and general assistance. It includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs. Welfare assistance does not include assistance solely directed to meeting housing expenses, and does not include programs that provide healthcare, childcare or other services for working families.

Working Family Preference. The BHA has a preference for working families. An applicant must be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older or is a person with disabilities.

XI APPENDIX B - INCOME LIMITS

*Note Federal Register Notice dated April 30, 1999 clarifies that no family other than a low-income family is eligible for admission.

The criteria used for selection of residents will be done to produce a mix of incomes in the developments.

The categories of income are:

Extremely low -income	30% of area median income
Very low -income	50% of area median income
low income	80% of area median income

The information about current income limits can be found on the Internet at:
<http://www.huduser.org/datasets/il/fmr01/index.html>. Or www.huduser.org.

effective 3-29-2001:

<u>PROGRAM</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>EXTREMELY LOW INCOME</u> <u>30% OF MEDIAN</u>	<u>13650</u>	<u>15600</u>	<u>17550</u>	<u>19500</u>	<u>21050</u>	<u>22600</u>	<u>24200</u>	<u>25750</u>
<u>VERY LOW INCOME</u> <u>50% OF MEDIAN</u>	<u>22750</u>	<u>26000</u>	<u>29250</u>	<u>32500</u>	<u>35100</u>	<u>37700</u>	<u>40300</u>	<u>42900</u>
<u>LOW INCOME</u> <u>80% OF MEDIAN</u>	<u>36400</u>	<u>41600</u>	<u>46800</u>	<u>52000</u>	<u>56150</u>	<u>60300</u>	<u>64500</u>	<u>68650</u>

Based on Median Family Income: \$65,000 for Bloomington, Normal, IL

This information is on the HUD website.

XII.APPENDIXC

DWELLINGLEASE

HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS
DWELLING LEASE

I. MEMBERS OF HOUSEHOLD WHO WILL RESIDE IN UNIT :

- | | | |
|----|----|-----|
| 1. | 5. | 9. |
| 2. | 6. | 10. |
| 3. | 7. | 11. |
| 4. | 8. | 12. |

Account Number _____ Apartment Size _____

THE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS (herein called the "Authority") based on the statements and representations, all of which are true, set forth in the signed "Application for Admission by Prospective Tenant," and/or "Application for Continued Occupancy by Tenant"; does lease to the abovenamed Tenant(s) an apartment located at _____ under the terms and conditions set forth below:

II. LEASE AGREEMENT :

A. Initial Period: A minimum period of one (1) month's rental is payable by money order in advance prior to the first day of occupancy. The lease shall begin

on _____, and end at midnight on the last day of a 12 -month period. The rental for the initial

period is \$ _____.

B. Automatic Renewal of Lease and Monthly Rent. This lease shall be for a 12 -month period at the rental amount of \$ _____ per month, or a such rental as may be established in accordance with Section VI of this lease.

C. Payment. **Rent is due and payable in advance on the first day of each month** and shall be considered delinquent after the sixth calendar day of the month. Rent is set at the greater of: 30% of adjusted monthly income, 10% of monthly income or a minimum rent of \$50, less the established utility allowance, or the established flat rent, unless other HUD regulations must be followed, and shall include maintenance due to normal wear and tear. Rent and other charges will be paid at the location designated by the Authority. **Any rent not paid by the 6th day of the month shall be considered delinquent and will result in a late charge of \$25.00** the first time it is late during a calendar year and \$30 subsequent times it is late during a calendar year. The late charges shall become due and collectible on the first day of the next month. Payment will be accepted only for the full amount due.

D. **Failure to pay rent and other charges on time is a lease violation and grounds for termination of tenancy**

II. PAYMENTS DUE UNDER THE LEASE

- A. The Tenant shall pay reasonable charges for all court costs, attorney fees, and all other fees incurred in enforcing the agreement of this lease or in recovering possession of the said premises unless the Tenant prevails in such legal action.
- B. The Tenant shall pay reasonable cost of maintenance and repairs for damage to the leased dwelling, project building, project facilities or other project areas beyond normal wear and tear and pay charges to reconnect any disconnected or covered smoke detector. Costs will be paid by the Tenant if damage is caused by the Tenant, by members of the Tenant's family, by their guests or by any other persons if the Tenant does not follow procedures requested by the Authority including, but not limited to, filing a police report. Any charges assessed by the Authority under this section will be due and collectible no later than two weeks after the Authority gives written notice of the charges.
- C. In addition to rent due and any applicable late fee, the Tenant shall pay fees listed on Schedule of Charges for any returned check and charges for insufficient fund payments. Those fees must be paid by money order or cashier's check within five (5) days after the resident receives the returned check notice.
- D. All payments on account will be applied to charges other than rent first, and then applied toward rent owed.
- E. **Any renewed tenancy with the Authority shall be contingent upon first paying all amounts due and owing the Authority.**

IV. SECURITY DEPOSIT :

- A. The Tenant agrees to pay a minimum security deposit of between \$100.00 and \$300.00 based on the size of the unit.
- B. This security deposit will be returned to the Tenant within 30 days after the unit is vacated, provided:
 - 1. all rents and other charges are paid;
 - 2. the dwelling and its equipment are left clean;
 - 3. there is no damage to the dwelling or its equipment beyond that due to normal wear and use;
 - 4. the keys to the dwelling are returned to the management office upon vacating;
 - 5. the Tenant has given proper notice to vacate (see Section XIII); and a forwarding address is provided.
- C. This security deposit refund will be made after the Tenant has vacated and the dwelling has been inspected by the Authority.
- D. The deposit may not be used to pay the rent and other charges while the Tenant is in occupancy.
- E. In accordance with Illinois law no interest shall be paid on the refund of security deposit.

V. UTILITIES:

- A. The Authority agrees to furnish gas and water to the Tenant.
- B. The Tenant agrees to pay, upon being billed, directly to the Illinois Power Company, for all electricity for the unit, from the date the lease is signed through the last day of a 30-day notice to vacate or until keys to the apartment are returned, whichever is later.
- C. The Tenant shall be charged if failure to keep electrical service to the unit results in any damages or cleaning expenses to the unit and/or its equipment.
- D. The Tenant shall be responsible for notifying Management and requesting help from Social Services if without electrical service.
- E. **Failure by Tenant to keep utilities paid and in service is a violation of the lease and reason for eviction.**
- F. The Authority will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

VI. RE-DETERMINATION OF ELIGIBILITY, RENT, UNIT SIZE AND ANNUAL REEXAMINATION :

- A. Once each year as requested by the Authority, the Tenant agrees to furnish accurate information to the Authority by the date requested as to family income, composition, and employment; this information to be used by the Authority to determine rent and the correct apartment size. If rent is set at flat rent, the Tenant agrees to furnish their information once every three years. See Admissions and Occupancy Policy for exceptions to minimum rent.
- B. Annual Re-examinations will be in accordance with the Department of Housing and Urban Development's rent determination formula and the Authority's Admissions and Occupancy Policies which are available in the management office.
- C. Rent as established in section II above, or as adjusted according to section VI, will remain in effect for the period between regular rent re-determinations, unless during such periods:
 - 1. Tenant can verify a change in his/her circumstances that would justify a reduction in rent. That could include a hardship for which minimum rent could not be paid. If a reduction in rent is granted, Tenant must report subsequent changes in income within ten (10) days which could result in an increase in rent effective the month after said change.
 - 2. There is a loss or addition of family head/or any income recipient. Tenant shall notify Authority in writing whenever any member of the household no longer resides in unit. It must be reported to the Authority within (10) days of its occurrence and verified by the end of the month.
 - 3. It is found that the Tenant has misrepresented to the Authority the facts upon which his/her rent is based, so that the rent or she is paying is less than he or she should have been charged. If this is found then the increase to the rent will be retroactive.
 - 4. Rent formulas are changed by Federal Law or regulation.
 - 5. Utility allowances are changed.
 - 6. There is a change in a source of income. That change must be reported within 10 days of its occurrence and verified by the end of the month. Such change may result in a rent increase.
 - 7. Tenant has Total Tenant Payment of \$100 or less. In that case, any income changes must be reported to the Authority within ten (10) days of its occurrence and rent will be revised accordingly.
- D. In the event of any rent review, the Authority will mail or deliver a notice of rent adjustment to the Tenant in accordance with Section XII and the residents shall have the right to request a hearing under the Authority grievance procedure except for changes due to federal regulation revisions or adjustments to the Utility Allowance.
- E. Decreases in rent will take effect the first month following the verified report of change and will be retroactively reduced only if the reason for not verifying a change sooner is due to circumstances beyond the control of the tenant.
- F. The Tenant agrees that if Authority determines that the size of the unit is no longer appropriate to Tenant's needs, or does not conform to Occupancy Standards of Authority, Authority may require the tenant to transfer to an appropriate size unit when such unit is available. The Authority may move a Tenant into another unit if it is determined necessary for modernization, emergency conditions endangering the Tenant household, or to provide proper facilities for the family's care and well-being or for handicapped or disabled persons, giving a reasonable amount of notice to the Tenant.
- G. **False statements**, at the time of application or at any time during the tenancy, about the Tenant's income, assets, employment, and family composition in order to obtain benefits to which they were not entitled shall be considered a **violation of the lease and cause for its termination**. Such cases of suspected fraud may be reported by the Authority to the Office of the Inspector General. If HUD contacts Tenant about Federal tax return information, it is the responsibility of the resident to contact the Authority to report the income.
- H. **Additions** to the Resident's household named on page one of the Lease, including Live-in Attendants, foster children, and children in kinship care (but excluding births during tenancy), or any other individual, **require the written approval** of the Authority. All additions to the household must be reported and verified within 10 days of their occurrence. Approval will be granted only if new family members, age 18 and older, meet applicants screening criteria (outlined in the Occupancy Policy), and the dwelling unit is the appropriate size. **Residents must wait for written approval before allowing additional persons to move into the Dwelling Unit.** Failure on the part of the Resident to comply with this provision is a material violation of this lease.
- I. If Tenant does not complete requirements for rent re-evaluation within thirty (30) days after date of appointment (including, but not limited to appearance at office for appointment), the lease will be terminated.

VII. TENANT'S RIGHT TO USE AND OCCUPANCY

- A. The Tenant has the right to exclusive use and occupancy of the leased unit by members of the household authorized to live in the unit.
- B. With the prior consent of the Authority members of the household may engage in legal profit making activities inside the dwelling unit if the Authority determines such activities are incidental to the use of the apartment as a residence for members of the household. Incidental profit-making activities must comply with applicable licensing, zoning, health and sanitary codes. Retail and other business activities that overburden the Dwelling Unit, building structure, and utilities are prohibited.
- C. With the prior consent of the Authority a foster child or a live-in aide may reside in the unit.
- D. The Authority shall not be liable for any injuries, or property damages sustained on any premises leased or assigned to the Resident except for injuries or property damages resulting from intentional or negligent action or omissions on the part of the Authority, representatives, or agents. All accidents involving injury or property damage are to be reported to the Authority, in writing, within 14 days of the incident.

VIII. AGREEMENTS OF AUTHORITY AND SERVICE TO BE RENDERED : The Authority agrees to:

- A. maintain the dwelling unit and project in decent, safe, and sanitary condition
- B. comply with applicable building and housing codes and HUD regulations affecting health and safety.
- C. make necessary repairs to the apartment within a reasonable length of time during business hours (except in the case of an emergency), but the time cannot be scheduled. If the damage was caused by the tenant, tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant.
- D. keep hallways, corridors, stairways and common areas in neat, clean and sanitary condition except as the Tenant is assigned responsibility for specified areas.
- E. provide extermination service.
- F. provide garbage collection service at least once a week, except in the High-Rise the Authority will provide trash chutes for disposal of trash at reasonable hours.
- G. maintaining good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Authority.
- H. supply running water and reasonable amount of hot water and reasonable amounts of heat at appropriate times of the year.
- I. not interfere directly or indirectly with the rights of Tenants to free speech, to organize or to seek redress or grievances.
- J. notify Tenant of specific grounds for any proposed adverse action.
- K. notify Tenant that the Tenant may ask for an explanation of grounds for transfer or any other adverse action.
- L. offer standard alternative accommodation if available when necessary repairs cannot be made within a reasonable time.
- M. Make provision for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in a reasonable time when they are hazardous to life, health, or safety of the occupants, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, Tenant's household or guests.
- N. ban, and authorize the police to arrest any person who: commits any criminal, non-traffic offenses while on Authority property; or commits a felony on property other than an said property, but is arrested on the property for that felony offense; or fail to produce a current identification card and is not visiting with their permission, a current resident of public housing in Bloomington.

IX. AGREEMENTS OF TENANT UPON OCCUPANCY OF THE DWELLING UNIT: The Tenant agrees to:

- A. comply with all of the rules, regulations, terms and conditions and policies set forth in the Resident Handbook, Admissions and Occupancy Policy, Ban Policy, and HUD Regulations; and abide by other necessary and reasonable policies, rules and regulations established by the Authority and posted in the management office. All of above are incorporated by reference in the lease and are for the benefit and well-being of the community and residents. Any violation of the rules, regulations, and policies also constitutes a material violation of this lease and can be grounds for termination of the lease. If the terms of the lease and other rules, regulations, and policies conflict, the terms of this lease and Federal Regulations shall prevail.
- B. not commit any fraud in connection with any Federal housing assistance program and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the lease for longer than a 14-day transition period.
- C. not assign this lease, nor to sublet or transfer possession of the premises.
- D. not give accommodation to boarders or lodgers and not allow guests or visitors for a period longer than *three (3) consecutive days* or 15 days out of any 365 consecutive days. *Written permission* from the Authority must be given for a greater period of time. *A guest is someone who is present in the Tenant's dwelling unit with the consent of the Tenant or any household member, or someone whose leaseholder's address for mail or any other purpose, or someone who puts utilities in their name.*
- E. not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Tenant and those listed on this lease, except as in Section VI.
- F. ensure that residents between the ages of six (6) and sixteen (16) years of age living in the household attend school.
- G. comply with all obligations imposed upon Tenant by provisions of building and housing codes affecting health and safety.

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- H. keep the dwelling and equipment in a clean, orderly, and sanitary condition.
- I. take any and all reasonable precautions to prevent fires and not to permit combustible material to be kept on the premises.
- J. keep any and all smoke detectors in working order, i.e. do not disconnect or cover, and to report to the Authority any malfunction immediately.
- K. cooperate and assist the Authority in the elimination of infestation of roaches and other pests. Failure to cooperate with the Authority in the preparation of the unit for pest control treatment may be charged to the Tenant because of the charges posted in the office.
- L. immediately notify the Authority of any known damages or defects to the unit, common area or grounds of the property, or if anything could create a threat to the life, health or safety of the occupants of the development as well as any known unsafe or unsanitary conditions. Failure to report the need for repairs in a timely manner shall be considered to have contributed to any further damage that occurs and the tenant will be charged accordingly.
- M. not prop open any fire and entry doors. Tampering with a fire door is a material breach of this lease.
- N. assist the Authority in conserving energy and use in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, including elevators.
- O. pay electric bill in full monthly. Failure to keep utilities paid and in service is a violation of the lease and grounds for termination of the lease. Electricity cannot be obtained by use of extension cords from sources of electricity outside of tenant's unit. It is the responsibility of each tenant not to allow other tenants to use their electricity in such a manner.
- P. dispose of garbage, refuse and all waste material in a safe and sanitary manner by placing it in closed containers provided by the Tenant. Tenants will place such containers at specified collection points as directed by the Authority. Tenants living in 51 -1, 51-2, 51 -5, and 51 -3 family units must keep trash outside behind the apartment in a trash can. Residents must keep two (2) trash cans outside if they live in an apartment larger than one (1) bedroom. For Wood Hill or Wood Hill Housing Authority staff must do so, the Tenant will be charged according to charges posted in the Authority office.
- Q. assist in maintenance of the property and by regularly performing the following duties on the grounds adjacent to his/her dwelling:
- a. keep the walk, steps, porches free of dirt, ice, snow.
 - b. regularly remove all litter and refuse.
 - c. regularly wash garbage containers and keep the surrounding area in an orderly, clean and sanitary condition.
 - d. protect trees, shrub and grass from damage by children or adults.
- R. paint the interior of the dwelling when required with material and equipment furnished by the Authority.
- S. make no repairs or alterations to the apartment. Use no nails, tacks, screws, brackets, or fasteners on any part of the Dwelling Unit except for approved picture hangers, without authorization by the Authority.
- T. not change or install new or additional locks on any door of the apartment. If resident changes locks, the resident is responsible for all damage caused as a result.
- U. not place decal on appliances and cabinet supplied by the Authority, nor place any material such as contact paper, paneling or fabric of any kind on the shelves, walls or ceiling.
- V. not install any appliances such as washing machines, air conditioners, freezers, water beds, ceiling fans, TV aerials, satellite dishes, or wallpaper borders, without the written consent of the Authority.
- W. not display signs in unit windows on the premises or erect any fences or barriers in or about the premises. Not to keep mops, rags, shovels, furniture, etc., in the yards or on the outside walls or porches. No hot tubs, swimming pools or playground equipment outside the unit. Any items left outside that are listed above as not permitted are subject to being removed by the Authority without notice.
- X. not erect radio or television antennas on or from any part of the dwelling unit. Permission must be granted for satellite dishes to be installed and they become the property of the Authority. Any cable wires installed must be installed safely and in accordance with design standards approved by the Authority.
- Y. not drive or park any motorized vehicles upon the lawns or sidewalks of the project. It is a violation of the ordinance of the City of Bloomington, Illinois to repair any vehicle on the city property and parking lots, or to leave vehicles unattended for more than 48 hours. A Tenant violating these provisions may be fined by the City of Bloomington and/or the Authority office. A minimum charge of \$25 will be assessed for driving on the yard area.
- Z. keep in Authority parking lots no more than one (1) car for each licensed driver in the household. To remove from Authority property any vehicles without valid registration and Authority vehicle decals. Residents shall not park any vehicles in any right-of-way or fire lane, or handicapped spaces unless the resident has a valid handicapped parking permit, or any other property not for parking. To operate vehicles only on established streets and parking lots. Any inoperable, unlicensed or improperly parked vehicle will be reported to the Police Department. Vehicle repairs are not permitted on development site.
- AA. obtain and display a vehicle decal for any and all vehicles owned or operated by tenant and other household members with a driver's license.
- BB. not allow on the premises or keep animals except one bird in a cage and/or one fish in an aquarium. The only exception to this is if the Tenant lives in an approved development, registers the approved dog or cat, displays the required pet decal and pays the required deposit and fees as established in the Admission and Occupancy Policy.
- CC. transfer to an appropriate size unit as required by the Authority or to transfer to an non-handicap accessible unit if living in an accessible apartment and does not need that accessibility and another person/family does not need that unit.
- DD. refrain from, and to cause household members (including children) and guests not to destroy, deface, damage, or remove any part of the premises or project and to use properly and maintain appliances in the apartment, and to pay for any repairs.

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- EE. act and cause household members (including children) and guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition and not conduct illegal or any other activity which impairs the physical or social environment of the project.
- FF. act in a cooperative manner with and refrain from verbally or physically abusing or harassing neighbors, Authority staff, other agency or governmental employees and contractor employed by the Authority.
- GG. assure that the tenant, any member of the household, a guest or other person under the Tenant's control, shall not consume any alcoholic beverages on any public way or place, including sidewalks, parking lots, playgrounds, hallways, door-stoop areas, *porches or patios*.
- HH. not abuse alcohol in such a manner that the behavior of the resident disturbs neighbors, Authority staff, other agency or governmental employees and contractor employed by the Authority.
- II. assure that the Tenant, any member of the household, a guest or another person under the Tenant's control, shall not engage in any activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's premises by other residents or employees of the Authority, or any drug-related activity on or near such premises, or a pattern of illegal drug use. None of the above require a standard of proof used for a criminal conviction in order to terminate the lease. Drug-related activity means the illegal manufacture, sale, distribution, use, possession, or possession of drugs with the intent to manufacture, sell, distribute, or use, a controlled substance or marijuana (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)) or *drug paraphernalia*. If that drug-related activity is the manufacture or production of methamphetamine on the premises of assisted housing (building or complex including common areas and grounds) the Resident's lease will be terminated and housing will be denied permanently.
- JJ. Not engage in any drug-related activity on or off the property of the Authority. Not commit a class X felony, nor be fleeing to avoid prosecution or custody or confinement after conviction for a crime, that is a felony under the laws of Illinois. Not engage in any violent criminal behavior.
- KK. not keep or possess on any Authority property any firearm, BB gun, ammunition or other weapon. The only exception to this is for a police officer who lives in public housing or is the invited guest of a resident. It shall be considered a prohibited activity and a material breach of this lease if any resident, household member, guest, or person under the resident's control do any of the following on Authority property: Carry intentionally and unlawfully about this/her person a weapon; Display a weapon in connection with a verbal or nonverbal threat of bodily harm without legal justification; Shoot, fire, explode, throw, or otherwise discharge a weapon; Inflict any injury upon another person through the intentional use of a weapon without legal justification; Inflict any injury upon another person through reckless, careless, or negligent use of a weapon; Damage any property through reckless, careless, or negligent use of a weapon.
- LL. not to commit and to assure that any family members or guests do not commit any acts which would subject them to a registration requirement under a State sex offender registration program.
- MM. obtain a Housing Authority Picture Identification card upon leasing an apartment and at the time of future transfers. The Tenant shall carry the Housing Authority Identification card at all times while on public housing property and to require all family members aged 13 and older to do the same. The Tenant and all family members aged 13 and older must present the identification card when requested by Housing Authority employees or designees or any law enforcement or security officer.
- NN. not have as a guest any person banned from Authority property
- OO. not obstruct sidewalks, areas, passages, elevators, or stairs; and shall not use these for purposes other than going in and out of the unit.
- PP. remove all personal property from an apartment when the resident leaves, abandons, or surrenders the dwelling unit. Property left for more than 5 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former resident.
- QQ. give prompt prior notice to Authority of resident's leaving the dwelling unit unoccupied for any period exceeding 14 days.
- RR. comply with community service requirements for all non-exempt household members, or lease will not be renewed and tenancy will be terminated.

X. **INSPECTION AND RIGHTS OF ENTRY :**

- A. Prior to when the tenant moves in, the Authority shall inspect the dwelling unit and shall give the Tenant a written statement of the condition of the dwelling unit and the equipment in it. The Tenant and the Authority will sign the statement and a copy will be kept in the Tenant file. The Authority may photograph or videotape the apartment during any inspection.
- B. If the Tenant accepts an apartment in "as is" condition, the Tenant must clean the apartment to the same standards as apartments prepared by the maintenance staff. At the time of any subsequent inspections of the unit, it will be assumed that the Tenant prepared the unit to the Authority's standards at the time the Tenant moved in.
- C. the Tenant agrees to permit the Authority or its agents or employees to enter the dwelling during reasonable hours, upon reasonable advance notification, for the purpose of making improvements, inspections, repairs, pest control, or for showing the dwelling for re-leasing. A written statement specifying the purpose of the entry by the Authority will be delivered to the dwelling unit at least 48 hours before such entry by the Authority shall be considered reasonable advance notification. If Tenant requests, entry can be done without two day notice. Tenant's request for maintenance shall constitute permission to enter.
- D. Annual inspections to assess the resident's overall care and the condition of the unit, equipment, and housekeeping practices of the unit and any areas assigned to the resident for upkeep will be conducted for all dwelling units by the Authority. HUD or their contractor may also inspect annually. The Authority will give the resident a written statement regarding unit conditions and shall request work orders when repairs are needed.

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- E. The Authority may enter the unit at any time without advance notification when there is reasonable cause to believe an emergency exists. The Tenant agrees to notify the Authority promptly when any repairs to the dwelling require equipment are necessary. The Tenant may be charged for necessary repairs even if not reported to the Authority.
- F. When the Tenant vacates or transfers to another unit, the Authority will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. The Tenant and/or his/her representative may join in such inspection, unless the Tenant vacates without notice to management.
- G. If the Tenant and all adult household members are absent from the apartment at the time of entry, the Authority shall leave in the unit a written statement specifying the date, time and purpose of entry prior to leaving the unit.

XI. **POSTING OF POLICIES, RULES AND REGULATIONS :**

The rules and regulations of occupancy, including the Admissions and Occupancy Policy, the Tenant's Handbook, the Grievance Procedure and charges for repairs, and changes in public housing Federal law, shall constitute a part of this lease, and the provisions therein are binding as if specifically included here as conditions of the lease, and shall be publicly posted in a conspicuous manner in the Authority office and shall not affect the validity of the remaining portions thereof. This lease, together with any future adjustments of rent and dwelling unit, evidences the entire agreement between the Authority and Tenant.

XII. **LEGAL NOTICE :**

Any notice required hereunder will be sufficient if delivered in writing to the Tenant personally, or to an adult member of his/her family residing in the dwelling unit, or sent by first class mail properly addressed to the Tenant. Any notice to the Authority must be in writing, and delivered to the management office of the Housing Authority, or sent to the Authority by first class mail, properly addressed, postage prepaid. If the Tenant notifies the Authority they are visually impaired, all notices will be in an accessible format.

XIII. **TERMINATION OF THE LEASE :**

- A. Management shall not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease including, but not limited to, failure to make payments due under the lease, repeated failure to pay rent on or before first day of the month without notice, *failure of family member to complete required Community Service, discovery after admission of facts that made the tenant ineligible, discovery of material false statements or fraudulent tenant in connection with an application or reexamination, failure to accept the Authority's offer of a lease revision to the existing lease*, or to fulfill the Tenant's obligations set forth herein, or for other good cause.
- B. Any of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenant's control, shall be cause for termination of tenancy. *The Authority may evict the tenant by judicial action for criminal activity if it is determined that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.*
 - 1. any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents, Authority staff or contractors, other agency or government employees.
 - 2. any drug-related activity on or near the premises of any public housing development, or pattern of illegal drug use.
 - 3. Drug-related criminal activity *or violent criminal activity* by the Tenant or any member of a Tenant's household ~~either on or on the property of the Authority~~
 - 4. The abuse of alcohol by the Tenant or any member of the Tenant's household when it interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, Authority staff, other agency or government employees.
 - 5. *Any member of the household has been convicted of a felony*.
- C. The lease may be terminated at any time by the Authority by the giving of written notice as follows:
 - 1. Not less than fourteen (14) days in case of failure to pay rent.
 - 2. Five (5) days in the case of creation or maintenance of a threat to the health or safety or right to peaceful enjoyment of the Housing Authority public housing premises, other residents, guests, visitors, or Authority employees. This includes any drug-related activity on or off such premises.
 - 3. *Ten (10) days in all other cases.*
- D. *Emergency housing eviction proceedings as allowed by Chapter 735, Section 9-118 of the Illinois Code of Civil Procedure will be utilized when there is direct evidence that a Tenant or household member violated any one of items listed in the Act including, but not limited to, unlawfully possessed, manufactured, delivered, cannabis, narcotics, or controlled substances, used sold or delivered a firearm that is prohibited by State law, murder, arson, or sexual assault.*
- E. The lease shall be considered terminated if the Tenant abandons the unit. If the Authority determines that an abandonment has occurred, it may retake possession of the premises and dispose of all Tenant's property whenever the rent due on the premises exceeds the apparent value of the property. A unit shall be considered abandoned if:
 - 1. the unit appears uninhabited and the Tenant has not paid rent or owes no rent for the period in which the unit was uninhabited; or
 - 2. all Tenant's property of apparent value has been removed and one of the following has occurred:
 - a. a period of thirty (30) days has elapsed from the time the removal of the Tenant's property was first noticed; or
 - b. the Tenant has expressed an intent to move or other circumstances make it unlikely that the Tenant will return; or
 - c. the authority has filed a forcible entry and detainer suit.

- F. This lease may be terminated by the Tenant at any time by giving thirty (30) days written notice in the manners specified in Section XII. Forms are available in the management office to be completed by the Tenant.
- G. The notice of the termination to Tenant shall state reasons for termination and if it is for criminal activity or for drug -related criminal activity. The notice shall inform the Tenant of his right to make such reply as he or she may wish and of the right to examine directly relevant documents before a court trial and be allowed to copy documents at Tenant's expense. If applicable, the Authority shall also inform the resident of the resident's right to request a hearing in accordance with the Authority's grievance procedure.
- H. The Tenant is entitled to a grievance hearing in the termination, unless the termination of tenancy or eviction involves:
 1. any activity that threaten the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Authority,
 2. any drug -related criminal activity on or off the property of the Authority.
- I. The Authority may evict a Tenant only by bringing court action.
- J. Any notice to quit required by state law shall run concurrently with the notice of lease termination under this section.
- K. When evicting for criminal activity the Authority shall have the discretion to consider all circumstances of the case including how serious, the extent of participation by family members, the effect eviction will have on members not involved and may permit occupancy by remaining family members. The Authority may require a member who has engaged in illegal use of drug to present evidence of successful completion of a treatment program as a condition of being allowed to live in the unit.
- L. The Authority shall notify the local post office that an individual or family member who has been evicted for criminal activity is no longer residing in the unit.

XIV. GRIEVANCE PROCEDURE :

The lease shall provide that all disputes concerning the obligation of the Tenant to the Authority shall (except in cases where state law allows for due process) be resolved in accordance with the Authority grievance procedures. Grievance procedures are posted in the management office and are incorporated by reference in this document.

XV. MODIFICATIONS:

Modification of the lease will be accomplished by a rider executed by both parties. Amendments to this lease, which change the monthly rent area part of this agreement. The Authority may amend its schedule of charges, its schedule of Utility Allowances, as well as its rules and regulations set forth in the Admissions and Occupancy plan (included in this lease by reference) by giving the resident not less than thirty (30) days notice to comment. These notices will be posted at the management office.

XVI. ACCOMMODATIONS OF PERSONS WITH DISABILITIES :

- A. For all aspects of the lease and grievance procedures a person with a disability shall be provided with reasonable accommodation to the extent necessary to use and occupy the unit equal to a person without disabilities.
- B. This section provides notice to each Tenant that he or she may at any time, while a Tenant, request reasonable accommodation of a disability of a household member, including reasonable accommodations so that the Tenant can meet lease requirements or other requirements of tenancy.

XVII. STATEMENT OF NON -DISCRIMINATION

The Authority will implement this lease in a manner consistent with the explicit and implicit requirements of all applicable federal, state, and local laws to ensure that all applicants and residents are not subject to discrimination because of race, color, creed, religion, sex, national origin, age, disability, familial status or sexual orientation.

XVIII. REPRESENTATIONS AND WAIVERS

- A. This agreement and its incorporated references shall be the only agreement between the parties.
- B. The failure of the Authority to insist upon the strict observance of any of the terms of this agreement, in any one or more instances, shall not be considered a waiver or relinquishment of such terms in any other instance; but the same terms and conditions shall continue to be in full force and effect.

This lease is executed on _____
Date

THE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, ILLINOIS

BY _____ and
(Its Authorized Agent)

(Tenant)

(Tenant)

XIII. APPENDIX D

SECURITY DEPOSITS

The following Security Deposits are required to be paid by all tenants at the time a Lease Agreement is signed and prior to moving in although if the total deposit is a hardship to pay and no agency can pay the deposit at the time of move-in, any amount over \$200 can be paid in \$50 monthly installments along with the monthly rent, with all payments being credited first toward the deposit.

<u>SIZE OF APARTMENT</u>	<u>DEPOSIT</u>
Studio and One -Bedroom	\$100.00
Two-Bedroom	\$150.00
Three-Bedroom	\$200.00
Four-Bedroom	\$250.00
Five-Bedroom	\$300.00

**Exception Applicant who owed over \$200 to our Housing Authority, but paid it off before moving in, will pay the maximum deposit of \$300 for a studio, 1, 2, 3, or 4 bedroom apartment or \$350 for a 5 bedroom apartment.

<u>PET DEPOSIT-Cator Dog only</u>	<u>AMOUNT</u>
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MUST BE PAID BEFORE THE PET COMES TO THE APARTMENT

Apartments designed for elderly/disabled	\$100
All other apartments where Pets allowed	\$200

**XIV. APPENDIX E
 UTILITY ALLOWANCES: POLICES AND AMOUNTS**

JOHN KANE

John Kane only	1-1-2000
0 BEDROOM	\$32
1 BEDROOM	\$26
2 BEDROOMS	\$32

**CONGREGATE UNITS AND WOOD HILL TOWERS
 IL51 -2, IL51 -3E, IL51 -4 AND IL51 -5**

51-5 and WOOD HILL TOWERS	1-1-2000
0 BEDROOM	\$30
1 BEDROOM	\$30

HOLTON HOMES AND EVERGREEN PLACE IL51 -1 EXCEPT 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe, AND 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

Bedroom Size	1-1-2000
1 BEDROOM	\$54
2 BEDROOMS	\$54
3 BEDROOMS	\$68

SUNNYSIDE COURT AND WOOD HILL FAMILY IL51 -1 AND IL51 -3F AND 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe, AND 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

Bedroom Size	1-1-2000
1 BEDROOM	\$33
2 BEDROOMS	\$33
3 BEDROOMS	\$49
4 BEDROOMS	\$66
5 BEDROOMS	\$60

XV. UTILITY ALLOWANCES

**JOHN KANE, CONGREGATE UNITS AND WOOD HILL TOWERS
 IL51 -2, IL51 -3E, IL51 -4 AND IL51 -5**

John Kane only	before 1997	Current	proposed 1999
0 BEDROOM	\$20	\$30	\$32
1 BEDROOM	\$23	\$30	\$26
2 BEDROOMS	\$27	\$35	\$32

51-5 and WOOD HILL TOWERS	before 1997	Current	proposed 1999
0 BEDROOM	\$20	\$33	\$30
1 BEDROOM	\$23	\$33	\$30

HOLTON HOMES AND EVERGREEN PLACE IL51 -1 *EXCEPT* 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe, *AND* 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

Bedroom Size	before 1997	Current Amount	proposed 1999
1 BEDROOM	\$27	\$60	\$54
2 BEDROOMS	\$38	\$68	\$54
3 BEDROOMS	\$45	\$78	\$68

SUNNYSIDE COURT AND WOOD HILL FAMILY IL51 -1 AND IL51 -3F *AND* 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe, *AND* 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

Bedroom Size	before 1997	current	Proposed 1999
1 BEDROOM	\$23	\$42	\$33
2 BEDROOMS	\$34	\$44	\$33
3 BEDROOMS	\$41	\$48	\$49
4 BEDROOMS	\$50	\$51	\$66
5 BEDROOMS	\$60	\$60	\$60

The Housing Authority shall establish allowances for all Tenant -Purchased Utilities. The purpose of the allowances shall be to approximate a reasonable consumption of utilities by an energy -conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. The allowances shall be designed to include such reasonable consumption for major equipment or for utility functions furnished by the BHA for all tenants, for essential equipment whether or not furnished by the BHA and for minor equipment furnished by tenants. A record that documents the basis on which Allowances are established and revised will be kept and will be available for inspection by tenants. The record will be maintained in the management office and can be obtained by contacting the Assistant Executive Director. The BHA shall review at least annually the basis on which Utility Allowances have been established.

The BHA shall give notice to all tenants of proposed Allowances. That notice will be given to residents not less than 60 days prior to the proposed effective date of the revision of the allowances. All tenants will have the opportunity to submit written comments during a period expiring not less than 30 days prior to the proposed effective date of the allowance revisions. Such written comments shall be retained by the BHA and shall be available for inspection by tenants and, upon request, by HUD.

Separate allowances shall be established for each category of dwelling units determined by the BHA. That will include, but is not limited to, allowances for different size units. Monthly allowances shall be established at a uniform monthly amount based on an average monthly utility requirement for a year. In establishing allowances the BHA shall take into account relevant factors that affect consumption requirements. Those include equipment provided in the apartment, the climatic location, the size of the dwelling units and number of occupants, the type of construction and condition of the apartments, the energy efficiency of the apartments and equipment, temperature levels intended to be maintained and the temperature of hot water.

Requests for relief from payment of utilities in excess of the scheduled Utility Allowances may be granted by the BHA on such reasonable grounds, such as special needs of elderly, ill or handicapped tenants, or special factors affecting utility usage not within the control of the tenant. The BHA will notify residents of the availability of individual relief and of the methods and procedures for granting such relief. That information will be given to new tenants upon admission. Please see attached notice to residents which details the procedures.

NOTICE TO ALL RESIDENTS

UTILITY ALLOWANCE INDIVIDUAL RELIEF

The Housing Authority of the City of Bloomington can make individual exceptions to the Utility Allowance for tenants who meet specific criteria. Utility allowances may be increased from the established amounts for elderly, ill or handicapped tenants who have increased electric consumption due to medically necessary electric usage.

If a tenant feels the household may qualify for this special assistance, it is the responsibility of the tenant to request individual relief in writing to the Assistant Executive Director of the Housing Authority. The resident who applies for individual relief must provide a Doctor's statement describing the diagnosis and the special equipment required for that diagnosis which would increase the electric expense.

The residents also must provide a printout or other verification of the monthly electric bill at their address for at least the past 12 months. Individual arrangements will be made for verification of electric expense for new residents.

If the resident provides adequate verification of the need for individual relief and the average utility cost is at least \$25 per year more than the electric allowance for other residents in their type apartment, the increase in utility allowance will be approved at the first of the next month after the approval. If a tenant has other electrical appliances such as a freezer, washer, dryer or other items that would increase the electric costs those expenses will be deleted from any increase in the utility allowance.

XVI. AP PENDIX F

SCHEDULE OF CHARGES

The following is a Schedule of Charges which a tenant may be assessed for cleaning and/or other repair of an apartment, appliances, etc., as well as some other charges. *Note: Cleaning and Repair charges will only be assessed where conditions are BEYOND NORMAL WEAR AND TEAR, and are caused by a tenant's abuse or neglect.*

DESCRIPTION	Minimum Charge During Wk Hours	Minimum Charge After Work Hours
Cleaning Charges:	\$20/hour/person	\$40/hour/person
Drapes, Blinds	\$20/hour/person	
Stove	\$50 minimum	
Refrigerator	\$50 minimum	
Clean-out for Pest Control	\$30 minimum	
Graffiti removal	\$20/hour/person	
Painting and plastering	\$20/hour/person	
Plumbing Repairs	\$20/hour/person	
Miscellaneous Repairs, Replacements, and charges		
Doors, locks, electrical fixtures, toilet, medicine cabinet and mirror, smoke detector, storm door, countertops, faucets, storm doors, windows, and all other general repairs	\$20/hour plus cost of item replaced	\$40/hour/person
Cabinet doors	Cost of item	
Cabinet drawers	Cost of item	
Curtain rods/Brackets	\$5/\$2	
Door lock change	\$30	
Extra key	\$5	
Mail Box	\$20	
Range	\$250	
Refrigerator	\$350	
Screens/Screens 51 -5	\$10/\$20	
Shades	\$8	
Toilet seat	\$8- 12	
Toilet paper holder	\$5	
Towel bar	\$5	
Tools not returned	Cost of tool	
Thermostat replacement	\$30	
Trash can	\$12	
Trash cleanup or pickup	\$15 per can or bag	
Misc. Charges		
Lockout charge - Before midnight		\$40
After midnight and before 7:00 a.m.		\$50
Later rent charge	\$25-1 st time in calendar year	\$30 subsequent times during calendar year
Returned Check	\$20	

All of the above items are subject to change in cost. The listing is intended to serve as a basis for most items that can be chargeable to the tenant. In accordance with each tenant's dwelling lease, the tenant will be billed only for the cost of those items that are the result of abuse or negligence by the tenant, family members and/or guests.

1/02

XVII. APPENDIX G - GRIEVANCE PROCEDURE (as revised effective 1-1-2001)

HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievance against the Housing Authority of the City of Bloomington (BHA).

II. GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d)(k) and subpart 24 CFR part 966 (24 CFR secs. 966.50 - 966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and Housing Authority of the City of Bloomington with the following two exceptions:

- A. This grievance procedure is not applicable to disputes between Tenants, those not involving the Housing Authority of the City of Bloomington, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and Housing Authority of the City of Bloomington's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of Illinois requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, Housing Authority of the City of Bloomington has elected to determine that this grievance procedure shall not be applicable to a termination of tenancy or eviction that involves:
 1. Any activity that threaten the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Housing Authority of the City of Bloomington, or
 2. any drug related criminal activity on or near such premises by resident, member of household, or guest, or
 3. any drug related criminal activity on or off public housing property.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. **Grievance:** Any dispute which a Tenant may have with respect to an action or a failure to act by the Housing Authority of the City of Bloomington in accordance with the individual Tenant's lease of BHA regulations, which adversely affects the individual Tenant's rights, duties, welfare or status.
- B. **CFR:** The code of federal regulations, which contains the federal regulation governing this grievance procedure.
- C. **Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the management office of the Housing Authority of the City of Bloomington, in accordance with the requirements set forth in this procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
- E. **BHA or "Authority":** The Housing Authority of the City of Bloomington, a body corporate organized and existing under the laws of the State of Illinois.
- F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:

1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
2. Right of the Tenant to be represented by counsel;
3. Opportunity for the Tenant to refute the evidence presented by Housing Authority of the City of Bloomington, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
4. A decision on the merits.

G. **Hearing Officer**: An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

H. **Hearing panel**: A three-member panel composed of impartial persons, selected in accordance with 24 CFR sec. 966.55 and this procedure to hear grievances and render decisions with respect thereto.

I. **HUD**: The United States Department of Housing and Urban Development.

J. **Notice**: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.

K. **The "Regulations"**: The HUD regulations contained in subpart B of 24 CFR part 966.

L. **Resident organization**: An organization of residents, which includes any resident council or resident management corporation.

M. **Tenant**: The adult person (or persons) other than a live-in aide:

1. Who resides in the unit and who executed the lease with the Housing Authority of the City of Bloomington as lessee of the dwelling unit, or, if no such person resides in the unit,
2. The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

N. **Business Days**: Monday through Friday of each week, except for legal holidays observed by the BHA.

V. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all leases between Tenants and the BHA, whether or not specifically provided in such leases.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

A. **Initial Presentation**. Any grievance must be personally presented, either orally or in writing, to BHA's main office within fourteen (14) days after the occurrence of the event giving rise to the grievance.

B. **Informal Settlement Conference**. If the grievance is not determined by the BHA to fall within one of the two exclusions mentioned in section III B 1. and III B 2. above, then the BHA will, within fourteen (14) days after the initial presentation of the grievance, informally discuss the grievance with the complainant and his representatives, if any, in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant will be notified in writing of the time and place for the informal settlement conference.

C. **Written Summary**. Within five (5) business days after the informal settlement conference, a summary of the informal discussions shall be prepared by the BHA and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied

by the proposed disposition of the grievance. A copy of the written summary shall also be placed in complainant's tenant file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. **Request for hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to BHA's main office no later than five (5) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. Complainant's written request for a formal hearing must specify:
1. The reasons for the grievance; and
 2. The action or relief sought by the complainant; and
 3. If the complainant so desires, a statement setting forth the times at which the complainant will be available for a hearing during the next ten business days; and
 4. Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel.
- B. **Failure to Request Hearing.** If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, BHA's decision rendered at the informal hearing becomes final and BHA is not thereafter obligated to offer the complainant a formal hearing.

VIII. SELECTION OF HEARING OFFICER OR PANEL

All grievance hearings shall be conducted by an impartial person or persons appointed by BHA after consultation with resident organizations, in the manner described below:

- A. The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:
1. BHA shall nominate as late as possible persons to sit as permanent hearing officers or hearing panel members. These persons may include, but will not be necessarily limited to, members of the BHA Board of Commissioners, BHA staff members, residents, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.
 2. The slate of potential appointees shall be submitted to all BHA resident organizations, for written comments. Written comments from the resident organizations shall be considered by BHA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not dispositive as to the proposed appointment with respect to which objection is made.
 3. On final appointment, the persons appointed and resident organizations shall be informed in writing of the appointments. A list of all qualified hearing officers and panelists will be kept at the central office of the BHA and be made available for public inspection at any time.
- The persons who are presently appointed to serve as hearing panelists for grievances brought under this procedure are listed in Exhibit I attached hereto and hereby incorporated herein by reference. Additional appointments shall be made in the manner set forth in this section.
- B. The designation of hearing officers or panel members for particular grievance hearings shall be governed by the following provisions:
1. All hearings will be held before a single hearing officer unless the complainant (at the time of the initial request of the hearing) or BHA requests that the grievance be heard by a hearing panel.
 2. Appointment to serve as a hearing officer or panelist with respect to a particular grievance shall be made by the BHA in random order, subject to availability of the hearing

officer or panelist to serve in each such case. BHA may employ any reasonable system for random order choice.

3. No member of the BHA Board of Commissioners or staff may be appointed as hearing officer or panelist in connection with a grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.

4. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such a person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelists must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception or partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer or panelist on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer or panel member fails to disqualify himself or herself as required in this grievance procedure, the BHA will remove the panel member or officer from the list of persons appointed for such purposes, invalidate the result of the grievance hearing in which such persons should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing panel or officer.

IX. SCHEDULING OF HEARINGS

A. Hearing prerequisites: A complainant does not have a right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:

1. The complainant has requested a hearing in writing.
2. The complainant has completed the informal settlement conference procedure.
3. If the matter involves the **amount of rent** which BHA claims is due under the complainant's lease, the complainant must pay an **escrow deposit** to the BHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained-of factor or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, 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. The BHA must waive the requirement for an escrow deposit where required by Section 5.630 (financial hardship exemption from minimum rent requirements) or Section 5.615 (effect of welfare benefits reduction in calculation of family income) due to financial hardship in cases of minimum rent requirements or in cases concerning reduction in welfare benefits related to work requirements.
4. Failure to request a hearing or failure to make the escrow deposit does not constitute a waiver by the complainant to contest the BHA's action judicially.

B. Time, Place, Notice.

1. Upon Complainant's compliance with the prerequisites to hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the BHA, not later than the tenth (10th) business day after the Complainant has completed such compliance. (In the case of a panel, if all three appointed members of the panel are not able to agree upon a date and time convenient to all panelists, or before the last date before the hearing permitted under this procedure, they shall immediately so inform the BHA. If two panelists can agree upon a date and time, BHA shall reappoint a third panelist who shall be available at the time agreed upon by the two who can agree. If none of the panelists can agree upon a time, a new panel shall be appointed.)
2. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate BHA official, who, unless otherwise designated, shall be the Assistant Executive Director.

X. PROCEDURES GOVERNING HEARINGS

A. Fair Hearings.

The hearings shall be held before a hearing officer or hearing panel as described above in Section VIII. The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the hearing any BHA documents, including records and regulations that are directly relevant to the hearing. The complainant will be allowed to copy any such documents at the Complainant's expense. If the BHA does not make the document available for examination upon request by the complainant, the BHA may not rely on such documents at the grievance hearing.
2. 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.
3. The right to a private hearing unless complainant requests otherwise.
4. The right to present evidence and arguments in support of the tenant's complaint, to controvert the BHA's evidence, and to confront and cross-examine all witnesses upon whose testimony or information the Housing Authority of the City of Bloomington relies.
5. The right to have a decision based solely on the facts presented at the hearing.

B. Prior Decision in Same Matter

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. Failure to appear .

1. If the complainant or the BHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party fails to attend has waived the right to a hearing. In such event, the hearing officer or hearing panel shall notify the complainant and BHA of the determination. ngto
2. The failure to attend a grievance hearing shall not constitute a waiver of any right for which the complainant may have to contest BHA's disposition of the grievance in an appropriate judicial proceeding.

D. Required Showing of Entitlement to Relief.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter BHA must sustain the burden of justifying BHA's action or failure to act against which the complaint is directed. nd

E. Informality of Hearing.

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

F. Orderly Conduct Required.

The hearing officer or hearing panel shall require BHA, 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 or hearing panel 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.

G. Transcript of the Hearing

The complainant or the BHA may arrange in advance, 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.

H. Accommodation to Handicapped Persons.

Housing Authority of the City of Bloomington must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At, or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision

The hearing panel or officers shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

1. A copy of the decision shall be sent to the complainant and to the Housing Authority of the City of Bloomington. The Housing Authority of the City of Bloomington shall retain a copy of the decision in the complainant's tenant folder.
2. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority of the City of Bloomington and made available for inspection by any prospective complainant, his representative, or the hearing panel or hearing officer.

B. Binding Effect.

The written decision of the hearing officer or hearing panel shall be binding upon the Housing Authority of the City of Bloomington, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless Housing Authority of the City of Bloomington's Board of Commissioners determines, within ten (10) business days, and properly notifies the complainant of its determination, that:

1. the grievance does not concern Housing Authority of the City of Bloomington action or failure to act in accordance or involving the complainant's lease, or Housing Authority of the City of Bloomington's regulations, which adversely affect the Complainant's rights, duties, welfare or status, or
2. the decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the BHA.

C. Continuing Right of Complaint to Judicial Proceedings.

A decision by the hearing panel or officer or Board of Commissioners in favor of Housing Authority of the City of Bloomington or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the complainant or an adult member of the complainant's household, (2) upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of Housing Authority of the City of Bloomington, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments.

The comments submitted shall be considered by the Housing Authority of the City of Bloomington, before final adoption of any amendments hereto.

XIV. **MISCELLANEOUS**

A. **Captions:** Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. **Concurrent Notice:** If a Tenant has filed a request for grievance hearing hereunder in a case involving Housing Authority of the City of Bloomington's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer or hearing panel upholds Housing Authority of the City of Bloomington's action to terminate the tenancy, the Housing Authority of the City of Bloomington may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer or panel to complainant.

LIST OF HEARING OFFICERS

Barb Adkins	Emily Barr	Leigh Dunn
Floyd Hutchison	Gene Justin	Bill Myers
Gwen Samuels	Monica Taylor	Evelyn Young
Anne Nadakavukaren	Tammy Thurman	

XVIII. APPENDIX H

**FLAT RENT SEFFECTIVE 1 -1-00
CEILING RENT SEFFECTIVE 1 -1-00**

51-3 and 4 (WOODHILL TOWERS)

BEDROOM SIZE	CEILING RENT (BEFORE UTILITY ALLOWANCE DEDUCTION)
0	\$285
1	\$340

51-2 (JOHN KANE HOMES) 51 -5 (IRVINS, NIERSTHEIMERS, MCGRAW)

BEDROOM SIZE	CEILING RENT (BEFORE UTILITY ALLOWANCE DEDUCTION)
0	\$285
1	\$360
2	\$425

51-3 (WOODHILL FAMILY)

BEDROOM SIZE	CEILING RENT (BEFORE UTILITY ALLOWANCE DEDUCTION)
2	\$400
3	\$450
4	\$500
5	\$550

51-1 SUNNYSIDE

BEDROOM SIZE	CEILING RENT (BEFORE UTILITY ALLOWANCE DEDUCTION)
1	\$300
2	\$350
3	\$400
4	\$450

51-1 HOLTON HOMES

BEDROOM SIZE	CEILING RENT (BEFORE UTILITY ALLOWANCE DEDUCTION)
1	\$350
2	\$400
3	\$450
4	\$500

51-1 EVERGREEN

BEDROOM SIZE	CEILING RENT (BEFORE UTILITY ALLOWANCE DEDUCTION)
1	\$375
2	\$425
3	\$475
4	\$525

FLAT RENTS as of 1-1-2002

WOODHILL TOWERS

EFFICIENCY	\$285	\$285-30= \$255
SMALL ONE BEDROOM (Renovated)	\$300	\$300-30= \$270
ONE BEDROOM (Not renovated)	\$340	\$340-30= \$310
RENOVATED ONE BEDROOM	\$360	\$360-30= \$330
LARGE ONE BEDROOM	\$380	\$380-30= \$350

51-5

ONE BEDROOM	\$360	\$360-30= \$330
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JOHN KANE HOMES

SMALL ONE BEDROOM	\$310	\$310-35= \$275
ONE BEDROOM	\$360	\$360-26= \$334
RENOVATED ONE BEDROOM	\$390	\$390-35= \$355
TWO BEDROOM	\$425	\$425-32= \$393

SUNNYSIDE

ONE BEDROOM	\$300	\$300- \$33= \$267
TWO BEDROOM	\$350	\$350- \$33= \$317
THREE BEDROOM	\$400	\$400- \$49= \$351
FOUR BEDROOM	\$450	\$450- \$66= \$384

WOODHILL FAMILY

TWO BEDROOM	\$400	\$400-33= \$367
THREE BEDROOM	\$450	\$450-49= \$401
FOUR BEDROOM	\$500	\$500-66= \$434
FIVE BEDROOM	\$550	\$550-60= \$490

MOST OF HOLTON HOMES IL51 -1 EXCEPT
 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe

ONE BEDROOM	\$350	\$350-\$54= \$296
TWO BEDROOM	\$400	\$400-\$54= \$346
THREE BEDROOM	\$450	\$450-\$68= \$382

MOST OF EVERGREEN EXCEPT
 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary

ONE BEDROOM	\$375	\$375-\$54= \$321
TWO BEDROOM	\$425	\$425-\$54= \$371
THREE BEDROOM	\$475	\$475-\$68= \$407

THE REST OF HOLTON HOMES
 1408, 1412, 1414, 1418, 1420, 1424, 1426, and 1430 W. Monroe

ONE BEDROOM	\$350	\$350-\$33= \$317
THREE BEDROOM	\$450	\$450-\$49= \$401

THE REST OF EVERGREEN
 1202, 1206, 1208, 1212, 1214, 1218, 1220, and 1224 W. Seminary.

ONE BEDROOM	\$375	\$375-\$33= \$342
THREE BEDROOM	\$475	\$475-\$49= \$426
FOUR BEDROOM	\$525	\$525-\$66= \$459

XIX. APPENDIX I

BENEFITS THAT QUALIFY FOR INCOME EXCLUSION

1. Payment made to any Indian, or member of an Indian household, under the Maine Indian Settlement Claim Act of 1988.
2. The value of the allotment provided to any eligible family under the Food Stamp Act of 1977.
3. Payment to volunteers under the Domestic Volunteer Service Act of 1973.
4. Payments received under the Alaska Native Settlement Act.
5. Income derived from certain submargin all land of the United States that is held in trust for certain Indian Tribes.
6. Payments or allowances made under the Department of Health and Human Services' Low -Income Home Energy Assistance Program.
7. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).
8. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
9. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
10. Amounts of Scholarships funded under Title IV of the Higher Education Act of 1965 that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous expenses of student at an educational institution.
11. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056 (f))
12. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (EDNY).
13. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
14. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub.L. 95 -433)
16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
17. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)
18. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602). der the
19. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

Neighborhood Appearance

The Housing Authority of the City of Bloomington will work on a follow-up plan to improve our score for HUD's "Resident Services and Satisfaction Survey" results on neighborhood appearance. The results indicated that follow-up is needed to address some problems and concerns in this category. Resident Services staff, Maintenance staff, along with the Resident Councils will work together in an effort to inform, educate, and enforce a program that will be beneficial to staff, residents, and the Housing Authority.

Inform

The PHA will continue site inspection by Resident Service Department and the Risk and Safety Control Committee.

PHA will inform residents through flyers, newsletters, and meetings with residents and Resident Councils. The upkeep of neighborhood appearance will be addressed during Pre-home visits, orientations, and new home visits.

Educate

PHA will educate residents through site meetings with residents and Resident Councils. These meetings will allow residents the opportunity to provide suggestions regarding neighborhood appearance. In addition, staff will continue to provide incentives such as flowers, shrubbery and other materials for landscaping.

PHA will use operating subsidy to improve landscaping in needed areas.

PHA will allow residents to view a video on the overall upkeep of Housing Authority properties during orientation.

PHA will give out cleanup supplies such as brooms, garbage bags, and rakes to Resident Councils on each site to encourage and promote neighborhood appearance.

Neighborhood Appearance will be a standard item on the agenda at Resident Council meetings.

PHA will continue youth summer clean-up programs in sites. This will encourage residents to take ownership in the appearance of their sites.

PHA will continue to invite community efforts in neighborhood appearance by participating in "Make a Difference Day."

Enforce

PHA will continue to provide daily dock inspections and cleanup before and after garbage removal by city.

PHA staff and community service workers will patrol the sites to maintain their upkeep when weather permits.

PHA will work with Resident Council regarding a "resident garbage patrol." The residents can work front line with neighbors, site residents, and Housing Authority staff by turning in constant violators. This will help staff track and identify violators; as most violators do not reside in public housing.

PHA Resident Service and Maintenance Staff will investigate complaints regarding garbage problems. When the problem is identified, staff will work with resident through monitoring and follow-up visits. This procedure will be done as follows:

1. A verbal warning. Which will allow the resident a chance to correct the problem.
2. A written warning will constitute a fine and follow-up visit.
3. A work order is submitted allowing maintenance to remove the garbage and the residents will be charged.
4. A continual violator will be called to the office to meet with staff regarding the problem. This could result in a fine or cause for eviction.

Progress Statements

The Housing Authority of the City of Bloomington continues to strive and work toward meeting the mission and goals of the agency's 5 - Year Plan. The plans, statements, budget summary, policies, etc. set forth in the Annual Plan all lead toward the accomplishment of four goals and objectives.

The mission of the Bloomington Housing Authority is to provide quality affordable housing opportunities and services. We were able to accomplish several of the goals of the 5 - Year Plan last year and establish benchmarks for future progress.

Areas of accomplishments for FY2001 include, but are not limited to, the expansion of affordable housing opportunities. The Housing Authority was approved for funding of 10 SRP Project Based Vouchers in a collaborative community project involving local government and a non - profit organization. This project targets the homeless population in our community that would otherwise not be eligible for public housing and Section 8 tenant-based assistance. We were also funded for a Resident Opportunities and Self Sufficiency grant under the Service Coordinator category. This program assists elderly and disabled residents maintain independent living and prevent premature institutionalization for this population.

We also developed a new marketing plan for outreach to seniors in rural areas in our effort to increase affordable housing choice for the elderly. In addition, we continue to improve site conditions that will improve the image of the agency and attract a broader income range of applicants. Units at the elderly high rise complex have been comprehensively upgraded with new interior designs and some efficiency units converted to larger units that has made units more marketable. Some other upgrades in another senior complex involve adding HVAC units, carpeting for the first time in the dwelling units and other interior upgrades.

The plans, statements, budget summary and policies all lead toward the accomplishment of four goals and objectives. Taken as a whole, they outline a comprehensive approach towards our goals and objectives. In summary, we are on course in meeting the mission and goals of our PHA Plan.

Resident Membership on Board

Ada B. Dunson, resident of the John P. Kane Homes, was appointed to the Board of Commissioners by the Mayor of Bloomington and approved by the City Council on May 8, 2000. The term of the appointment is five years.

HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON

RESIDENT ADVISORY BOARD

1. Floyd Hutchison
104 E. Wood Street, Apt. 1005
Bloomington, IL 61701
2. Debra Gibson
314 E. Wood Street
Bloomington, IL 61701
3. Anita Moore
305 Erickson
Bloomington, IL 61701
4. Gwendolyn Graham
1408 W. Monroe
Bloomington, IL 61701
5. Geraldine Abbott
1323 W. Monroe
Bloomington, IL 61701
6. Edward Huff
1427 N. Western Avenue
Bloomington, IL 61701
7. Betty Middleton
1414 W. Locust
Bloomington, IL 61701
8. Gloria Young - Morales
2012 E. Empire #7
Bloomington, IL 61704
9. Ada Dunson
1316 W. Monroe
Bloomington, IL 61701