

Housing Authority of the City of Little Rock, Arkansas

Five-Year Plan for Fiscal Years 2000-2004
Annual Plan for Fiscal Year 2003

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

PHA Plan Agency Identification

PHA Name: Housing Authority of the City of Little Rock

PHA Number: AR004

PHA Fiscal Year Beginning: (mm/yyyy) 01/2003

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 – *1000 Wolfe St., Little Rock, AR 72202*
- 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 - *1000 Wolfe St., Little Rock, AR 72202*
- 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 - *1000 Wolfe St., Little Rock, AR 72202*
- PHA development management offices
- Other (list below)

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

A. Mission

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

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

DEVELOPMENT NAME (YEAR OF AVAILABILITY)	NUMBER OF HOUSING UNITS
Sunset Terrace (AR004-001) (1942)	74 Family Units w/ Disability Accessible
Amelia B. Ives Homes (AR004-003) (1942)	50 Family Units w/ Disability Accessible
Amelia B. Ives Homes (AR004-006) (1952)	100 Family Units w/ Disability Accessible
Hollinsworth Grove (AR004-005) (1952)	180 Family/Designated Elderly/Disability Accessible
Fred Parris Towers (AR004-009) (1972)	249 Elderly / Handicap Units
Cumberland Towers (AR004-010) (1975)	178 Elderly /Handicap Units
Jesse Powell Towers (AR004-011) (1975)	168 Elderly / Handicap Units
Madison Heights, Phase I (AR004-018) (1999)	59 PH Units Mixed Finance Development Privately managed property.
Madison Heights, Phase II (AR004-019) (2002)	38 PH Units Mixed Finance Development Privately managed property.
Homes at Granite Mountain (AR004-020) (2002)	42 PH Units Mixed Finance Development Privately managed property.

B. Goals

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

To extent possible and where determined appropriate the LRHA has provided quantifiable measures for elements of the five-year plan. Many of the goals set out in this form are either non-quantifiable or unrealistic based on recent events or legislation.

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:

The LRHA shall respond, as appropriate to all HUD announcements regarding the availability of rental assistance vouchers.

Within the funding allocation received by HUD, the LRHA will issue and maintain current its rental assistance vouchers.

Reduce public housing vacancies:

The LRHA will reduce the number of public housing vacancies in the family developments by 40% by December 31, 2003 and attain a vacancy rate in the family developments of 3% by 12/31/04.

The LRHA will reduce the number of public housing vacancies in the elderly/disabled high-rise developments by 20% by December 31, 2003 and attain a vacancy rate of 3% by 12/31/04.

Establish a new agency culture including, but not limited to:

Private market leasing and admissions images

Enhancing the leasing / admissions office site and décor.

Utilize state of the art office equipment.

Enhance staff skills and training.

Conduct annual market research for high-rise units.

Conduct semi-annual customer satisfaction surveys

Implement an aggressive outreach program to meet the income mix requirement

Comprehensive use of media

Explore employee incentives and other feedback

- Leverage private or other public funds to create additional housing opportunities:

The LRHA working in partnership with LRHR, Inc., the City of Little Rock CDBG Program and other nonprofit entities will seek tax credits and other private funding to increase the overall availability of affordable housing meeting today's standard of amenities in Little Rock by 5% by FYE 2004.

- Acquire or build units or developments:

In federal fiscal year 2003, the LRHA will submit to the U. S. Department of Housing and Urban Development an application for HOPE VI funding to build affordable housing units in the City of Little Rock. The proposed PHA development will be Hollinsworth Grove (AR 004-005).

- Other (list below)

- PHA Goal: Improve the quality of assisted housing Objectives:

- Improve public housing management: (PHAS score)
HUD continues to delay full implementation of the PHAS system in accordance with directions of Conference Report 106-988 for the FY 2001 VA-HUD Appropriations Act (PL 106-377). PHAS scores continue to be advisory for LRHA. HUD plans to continue consultation with interested groups.

- Improve voucher management: (SEMAP score)

FY 2000	Score 70
FY 2001	Score 90
FY 2002	Score 95
FY 2003	Score 95
FY 2004	Score 99

- Increase customer satisfaction: With RAB review and develop a plan of action to increase customer service at each development.

- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

Seek separate ACC for HAGM and Madison Heights.
Increase accuracy of tenant rent income reviews.
Conduct administrative review of rents and operating costs.
Decrease unit turnaround time for apartment preparation.
Increase rate of voucher issuance and lease up.

Renovate or modernize public housing units:
As approved in the Capital Fund Program, the LRHA shall modernize and or renovate units. This will include enhancing the quality of construction, reviewing and assessing the need for new construction, focus on curb appeal, and modernizing units to be competitive with market rate unit, including adding amenities such as central air conditioning, washer and dryer connections, decks, etc.

Demolish or dispose of obsolete public housing:
The LRHA shall submit an application to the U. S. Department of Housing and Urban Development to demolish and revitalize Hollinsworth Grove AR 004-005 during fiscal year 2003.

Should acts of nature or fire destroy units beyond cost to rehabilitate the Authority shall seek to demolish the unit(s) and replace with new affordable housing.

The Authority shall investigate the possibility of reducing the number of units at Parris Towers via conversion.

Provide replacement public housing:
In federal fiscal year 2003, the LRHA will submit to the U. S. Department of Housing and Urban Development an application for HOPE VI funding to build affordable housing units. Hollinsworth Grove AR 004-005 is the target community.

Provide replacement vouchers:
The LRHA shall respond, as appropriate to all HUD announcements regarding the availability of rental assistance vouchers.

Other: (list below)
During the modernization of the public housing conventional sites, residents will be relocated appropriately, if vacancies are not available, residents will be provided replacement-housing vouchers.

PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
The LRHA will provide voucher mobility counseling to 100% of new families entering the tenant-based Section 8 program.

The LRHA will assist each Section 8 family in their effort to locate housing in nonimpacted areas of the City.

- Conduct outreach efforts to potential voucher landlords:
The LRHA shall increase the number of landlords participating in the rental assistance program by 30% by year 2004.

- Increase voucher payment standards

- Implement voucher homeownership program:

LRHA will continue to review HUD's Section 8 Homeownership program final rule. If applicable to Little Rock, the LRHA shall develop and implement a voucher homeownership program by year 2004. A target goal for participation in FYE 2003, 2004 is 10 of existing voucher families.

- Implement public housing or other homeownership programs:

- Implement public housing site-based waiting lists:

Madison Heights Phase I & II and Homes at Granite Mountain

- 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:

- Per QHWRA, implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: Madison Heights Phase I & II; HAGM.

Increase the number of working families from 10% to 20% by FYE 2004.

- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: Madison Heights Phase I & II.

- Implement public housing security improvements:

Annually meet the goals and objectives of the FY 2000-2001 Public Housing Drug Elimination Program. This program has been eliminated by HUD and will greatly impact the PHA's long-term efforts to improve security in the high-rise and family developments.

- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

Through the HOPE VI application, if needed, designate housing for elderly persons. In addition, as needed review and recommend units for designation as elderly/disabled in Amelia B. Ives Homes and Sunset Terrace.

- Other: (list below):

Collaborate with other entities to provide onsite GED classes, childcare, and other resident supportive services programming.

Collaborate with local service providers to provide drug, alcohol and/or crisis intervention counseling to public housing families annually.

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:

LRHA will work in collaboration with the local TEA Coalition and other parties to increase the number and percentage of employed persons in assisted housing families by 20% by FYE 2004.

- Provide or attract supportive services to improve assistance recipients' employability:

By FYE 2003, execute a Memorandum of Understanding with Department of Human Services.

By FYE 2003 develop and implement an employment bank for public housing and Section 8 residents.

Identify and provide initial training to local community resources on the requirements of QHWRA and the specific types of supportive services needed that their agency can provide by FYE 2003.

By FYE 2003, the LRHA will apply for at least one appropriate foundation grant to expand our Resident Initiatives Programs.

- Provide or attract supportive services to increase independence for the elderly or families with disabilities.

Identify and provide initial training to local community resources on the requirements of QHWRA and the specific types of supportive services needed that their agency can provide by FYE 2003.

Develop an RFP, review submissions and issue a contract for senior/disabled supportive services by 07/01/03.

Renew contract with LRCMHC, Inc. by 04/01/02.

Continue to work with and provide support to the initiatives of AARP and CARELinks, Inc.

Identify and collaborate with agencies that provide training, job opportunities and supportive services to the elderly and families with disabilities by FYE 2002.

- Other: (list below)
Graduate 5% of the active Section 8 Family Self-Sufficiency participants by FYE 2004.

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

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

- Continue affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

The LRHA will coordinate its activities with HUD FHEO to ensure continuation of the efforts to educate its residents; staff and the public regarding fair housing issues.

- Continue 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:

- Continue 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)

Goal:

Where appropriate rebuild each public housing community to achieve high quality of life expectations through lower densities and modern housing quality standards.

Objectives:

LRHA shall assess and where determined feasible add modern standards (central air conditioning, dryer connection, etc.) in the existing housing stock.

LRHA shall work with LRHR, Inc. and other non-profit or for-profit, locally and nationally based entities to partner with the LRHA on the acquisition, improvement and/or development of additional housing opportunities for public housing eligible families.

Annual PHA Plan
PHA Fiscal Year 2003
 [24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

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

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

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

NO LONGER REQUIRED.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (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 file name in parentheses in the space to the right of the title.

Required Documents / Information:

- Assessment of Site Based Waiting list Development Demographics Changes
- Statement of Progress in Meeting 5-year Plan Mission and Goals
- Resident Membership of the PHA Governing Board
- Membership of the Resident Advisory Board
- FY 2003 Capital Fund Program Annual Statement
- Section 8 Homeownership Capacity Statement
- Voluntary Conversion under Section 22

Optional Attachments:

- PHA Management Organizational Chart
- FY 2003 Capital Fund Program 5-Year Action 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)
CGP / Capital Fund Program P & E Report

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input 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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
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
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	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
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	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)
X	Smoke Detector Agreement,	

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (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	6,180	5	5	4	4	4	4
Income >30% but <=50% of AMI	4,894	5	5	4	3	4	4
Income >50% but <80% of AMI	5,962	3	3	3	2	2	4
Elderly	4,656	4	4	4	2	1	4
Families with Disabilities	4,240	4	4	3	3	3	2
Race/Ethnicity White (non-Hispanic)	113,707	2	2	2	3	2	1
Race/Ethnicity Black (non-Hispanic)	59,742	4	4	4	3	3	3
Race/Ethnicity Hispanic – All	1,337	3	3	3	3	3	4
Race/Ethnicity Other	1,978	2	2	2	2	3	1

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

- Consolidated Plan of the Jurisdiction/s
Indicate year: 2000-2004
- 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)

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

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	781		125
Extremely low income <=30% AMI	720	94%	
Very low income (>30% but <=50% AMI)	38	5%	
Low income (>50% but <80% AMI)	9	1%	
Families with children	759	99%	
Elderly families	8	1%	
Families with Disabilities	92	12%	
White	23	3%	
Black	744	97%	
Hispanic	0	0%	
Other	0	0%	
Characteristics by Bedroom Size (PH Only)			
1BR	139	19%	
2 BR	356	47%	
3 BR	222	29%	
4 BR	41	5%	
5 BR	1	0%	
5+ BR	0	0%	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)? 15 months			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, Family Unification Program, VASH, SPC			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	264		200
Extremely low income <=30% AMI	259	98%	
Very low income (>30% but <=50% AMI)	5	2%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	219	83%	
Elderly families	45	17%	
Families with Disabilities	45	17%	
White	23	10%	
Black	236	90%	
Hispanic	0	0%	
Other	0	0%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	95	36%	
2 BR	134	51%	
3 BR	26	10%	
4 BR	8	3%	
5 BR	1	0%	
5+ BR	0	0%	
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)? N/A Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input 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.

The PHA will be applying for additional vouchers, provide list of other subsidized housing units in the community to prospective waiting list clients seeking other housing opportunities, encourage families on the waiting list to consider applying for housing in other jurisdictions (Pulaski County, North Little Rock, Jacksonville, Benton, Conway) and provide notices of need to house families on the waiting list to other housing providers.

Additionally, the PHA will focus on the rehabilitation and enhancing of security/safety measures at Sunset Terrace, Amelia B. Ives Homes, Hollinsworth Grove and each of the high-rise buildings to enhance the marketability of these conventional housing units.

By FY 2003, the PHA will procure a market survey to assess the marketability of the conventional housing developments. This assessment will be used to determine future flat rent rates.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

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

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

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

Select all that apply

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

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek / explore need for designation of public housing for the elderly, explore possibility of assisted living housing.
- Apply for special-purpose vouchers targeted to the elderly, should they become available and the PHA is eligible to apply.
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available and the PHA is eligible to apply.
- 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)
Future Congressional legislation and HUD notices, guidance and directives.

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

ESTIMATED FY 2002 Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2003 grants)		
a) Public Housing Operating Fund	\$1,900,000	Operating Cost
b) Public Housing Capital Fund	\$1,500,000	Operating Cost / Modernization / Acquisition / Development / Demolition
c) PH Replacement Housing Fund	\$1,200,000	
d) HOPE VI Revitalization – if funded for Hollinsworth Application	\$20,000,000	Hollinsworth Revitalization Plan
e) HOPE VI Demolition	\$0	
f) Annual Contributions for Section 8 Tenant-Based Assistance	\$10,250,000	Section 8 HAP and operations
g) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
h) Resident Opportunity and Self-Sufficiency Grants (ROSS) Application submitted in June, 2003	\$250,000	Per grant proposal LRCHMC, SCAT, Inc. and hire a Service Coordinator
i) Community Development Block Grant		
j) HOME		
Other Federal Grants (list below)		

ESTIMATED FY 2002 Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2002 CFP 2003 CFP	\$1,515,927 \$1,515,927	Vacancy Reduction & Modernization at all Developments / PHA Operations / Staffing
2001 RHF 2002 RHF 2003 RHF	\$767,072 \$1,255,140 \$1,255,140	Replacement Housing / PHA Operations / Staffing
3. Public Housing Dwelling Rental Income		
Other income (list below)		
Non-Dwelling Rental Excess Utilities	\$15,000 \$97,440	PH Operations
Non-federal sources (list below)		
City of Little Rock Youth Initiative Program – If Renewed by the City of Little Rock East Little Rock Site #1 South Little Rock Site East Little Rock Site #2	\$50,000 \$50,000 \$50,000	Youth Gang Intervention
Operating Reserves (All Funds)	\$1,500,000	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(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: (state time)
- Other: (describe)

Initial eligibility is determined at the time a family makes application. Certification of the eligibility is made when families are within 60 days of being offered a unit. This may vary based upon unit size the family is eligible for and the vacancy availability.

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, if necessary
- Other (describe)
Credit checks
Past due balance to LRHA and other PHAs.

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: Madison Heights Phase I & II
Homes at Granite Mountain
- 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)
PHA Office – 2800 S. Battery Street / Monday from 1:00 p.m. – 4:00 p.m. and Wednesday from 1:00 p.m. – 4:00 p.m.

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

1. How many site-based waiting lists will the PHA operate in the coming year?
(1) Two : (1) Madison Heights and (2) Homes at Granite Mountain

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? Both the community wide and site-based waiting 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)
- Upon request, applications may be sent via U. S. Postal Service for elderly and disabled persons.

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
- One
 - Two
 - Three or More
- b. Yes No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA.

(4) Admissions Preferences

- a. Income targeting:
- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies: In what circumstances will transfers take precedence over new admissions? (list below)
- Emergencies
 - Overhoused

- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work, demolition, enhance life environment)
- Resident choice: (state circumstances below)
- Other: (list below)
 - Incentive Transfers
 - Demolition of PHA proposed units, if awarded a HOPE VI grant - Hollinsworth Grove

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)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

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

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

1 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)
PHA generated newsletter and other correspondence delivered to residents and the general population.

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

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

When requested by the PHA if the PHA has verifiable information to substantiate the fact that the household composition has changed.

(6) Deconcentration and Income Mixing

Component 3, (6) Deconcentration and Income Mixing

- a. Yes No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b. Yes No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name:	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
 - Criminal or drug-related activity only to the extent required by law or regulation
 - Criminal and drug-related activity, more extensively than required by law or regulation
 - More general screening than criminal and drug-related activity (list factors below)
 - Other (list below)

- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
- Other (describe below)
Previous rental history of client and other regulation approved information.

(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)
Section 8 Rental Assistance Program Office, 2800 S. Battery Street, Little Rock, AR 72206. The PHA Section 8 Program Wait List is Currently Closed, except for special programs (FUP, VASH, SPC, VOA)

(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:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's history to find a unit.

The HA is satisfied that the family made every reasonable effort to find a unit, including seeking the assistance of the HA, throughout the initial 60 day period.

The family was prevented from finding a unit due to disability accessibility requirements or large size (number of) bedroom unit requirement.

All extension requests require verifiable documentation.

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

1 Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

- \$0
- \$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: *Minimum Rent Policy*

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

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

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

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

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

Yes for all developments

Yes but only for some developments

No

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

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

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

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

f. Rent re-determinations:

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

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

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

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper

- Survey of similar unassisted units in the neighborhood
- Other (list/describe below) Market survey to be conducted

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR (for 2/3 bedrooms)
- Above 110% of FMR (if HUD approved; describe circumstances below)

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

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

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

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

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

- Annually
- Other (list below)

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

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

(2) Minimum Rent

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

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

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below) Please see attached policy.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

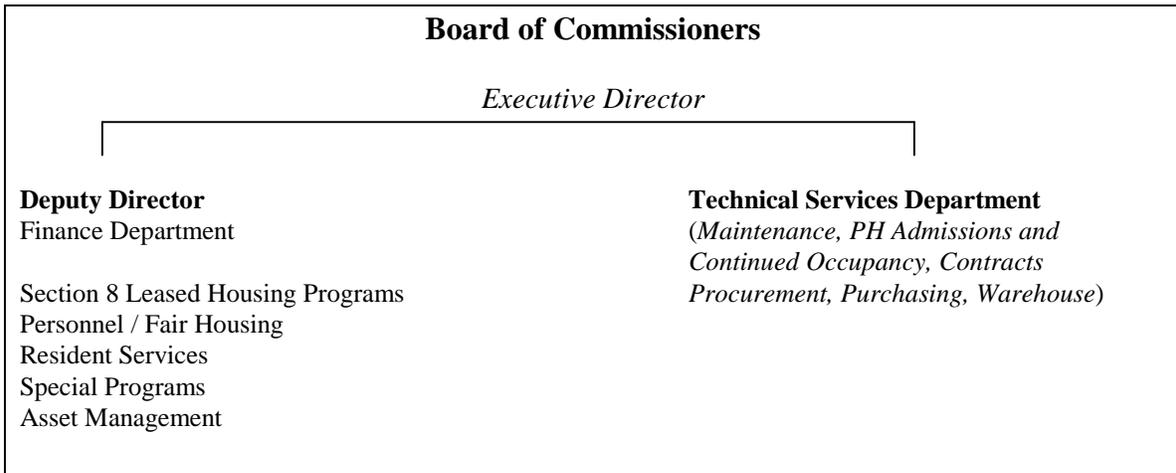
Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- An organization chart showing the PHA’s management structure



- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers / Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually) Mental Health VOA VASH		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

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

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

- Admissions and Occupancy Policy A.C.O.P.
- Maintenance Plan and Charges
- Personnel Policies
- Procurement Policies
- Pet Policy
- Preventative Maintenance / Pest Eradication Policy

- (2) Section 8 Management: (list below)

- Administrative Plan
- Owner’s Briefing Manual
- Family Self Sufficiency Action Plan
- Personnel Policies

Procurement Policies

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- PHA main administrative office
 - PHA development management offices
 - Other (list below)

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- PHA main administrative office
 - Other (list below)
Section 8 Program Office, 2800 S. Battery Street.

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

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

A. Capital Fund Activities

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

(1) Capital Fund Program Annual Statement

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

Select one:

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

-or-

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

(2) Optional 5-Year Action Plan

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) See attachments

b. If yes to question a, select one:

-or-

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

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

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

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

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

- Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:
Hollinsworth Grove AR004-005

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

If funded, FY 2003 HOPE VI grant for Hollinsworth Grove.
Phase III – Madison Heights Site

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

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description:

Hollinsworth Grove (AR 004-005) PHA will assess the viability of the development, consult with residents and submit appropriate plans to HUD.

Ives Homes (AR 004-003 and 006) PHA will assess the viability of units, consult with residents and submit appropriate plans to HUD.

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: Hollinsworth Grove 1b. Development (project) number: AR 004-005
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> In conjunction with HOPE VI Application
4. Date application approved, submitted, or planned for submission: <u>(11/02)</u>
5. Number of units affected: 189 6. Coverage of action (select one) <input type="checkbox"/> Part of the development - <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: TBD based on HOPE VI funding b. Projected end date of activity: TBD based on HOPE VI funding

Demolition/Disposition Activity Description
1a. Development name: Joseph A. Booker Homes 1b. Development (project) number: AR 004-004
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Demolition Application Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> Land Disposition

4. Date application approved, submitted, or planned for submission: <u>(01/03)</u>
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development – Land Disposition <input type="checkbox"/> Total development
7. Timeline for activity: TBD a. Actual or projected start date of activity: b. Projected end date of activity:

Demolition/Disposition Activity Description
1a. Development name: Amelia B. Ives Homes 1b. Development (project) number: AR 004-003 and 006
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/> In conjunction with CFP
4. Date application approved, submitted, or planned for submission: <u>(02/03)</u>
5. Number of units affected: 3 (003) and 3 (006) total of 6
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: TBD b. Projected end date of activity: TBD

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

[24 CFR Part 903.7 9 (i)]

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

1. Yes No: 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: (DD/MM/YY)	
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

[24 CFR Part 903.7 9 (j)]

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

Per PIH Notice 2001-26 (August 2, 2001) the PHA’s assessment regarding Voluntary Conversion is attached to this plan.

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

1. Yes No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202

of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

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

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: _____) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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

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

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

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

(DD/MM/YYYY)

5. Number of units affected:
6. Coverage of action: (select one)
 Part of the development
 Total development

B. Section 8 Tenant Based Assistance

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

2. Program Description: PHA will assess need and develop program during this fiscal year. Implementation anticipated in FY 2003.

a. Size of Program

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

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

- 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? TBD

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (1)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

The State of Arkansas has enacted a law that requires Employment Security Division to share with the PHA household earnings and unemployment benefits. The PHA has and will continue to work with the appropriate parties to develop and execute the appropriate documents to implement this coordination effort.

If yes, what was the date that agreement was signed?

3. 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 – Family Unification Program (*FUP*)
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA

- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
<i>Section 3 Program - Jobs for PH Residents and Section 8 Clients</i>	<i>15</i>	<i>Voluntary</i>	<i>PHA Main Office</i>	<i>Both</i>

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2001 Estimate)	Actual Number of Participants (As of: 09/01/02)
Public Housing	0	0
Section 8*	167	67

*The PHA received confirmation from HUD regarding the total required FSS clients. The FSS Coordinator is actively recruiting and increasing to meet the HUD required number of participants.

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

C. Welfare Benefit Reductions

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

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

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

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

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

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

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority

- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

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

Hollinsworth Grove, Ives Homes, Parris Towers, Sunset Terrace

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

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

- Contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)
Picture / photo identification for household members 12 and older.

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

Hollinsworth Grove, Ives Homes, Parris Towers, Sunset Terrace

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)

Hollinsworth Grove, Ives Homes, Parris Towers, Sunset Terrace

D. Additional information as required by PHDEP/PHDEP Plan

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

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
 - Yes No: Has the PHA included the PHDEP Plan for FY 2003 in this PHA Plan?
 - Yes No: This PHDEP Plan is an Attachment.
- HUD ceased the PHDEP program. Future funding is not established.

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

- 1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
- 2. Yes No: Was the most recent fiscal audit submitted to HUD?
- 3. Yes No: Were there any findings as the result of that audit?
- 4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? 5
- 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

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

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
 - Attached at Attachment (File name) ar004a07
 - Provided below:

3. In what manner did the PHA address those comments? (select all that apply)
 - Considered comments, but determined that no changes to the PHA Plan were necessary.
 - The PHA changed portions of the PHA Plan in response to comments
List changes below:
 - Other: (list below) Not applicable, no comments were received.

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

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

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

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe) Self-nomination. Candidates register with the PHA and are interviewed by RAB members. Candidates are narrowed to three and submitted to the full Board for consideration and appointment. The City of Little Rock Board of Directors ratifies the appointment.

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

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

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (provide name here)
City of Little Rock
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)
 - Increasing affordable housing in the City.
 - Resident participation in the development of neighborhoods.
- Other: (list below)

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

Increase the housing availability for low-income individuals and families.
 Increase housing opportunities for senior citizens and disabled persons.
 Increase the quality of housing for low-income families and individuals.

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.

- Assessment of Site Based Waiting list Development Demographics Changes
- Statement of Progress in Meeting 5-year Plan Mission and Goals
- Resident Membership of the PHA Governing Board
- Membership of the Resident Advisory Board
- FY 2003 Capital Fund Program Annual Statement
- Section 8 Homeownership Capacity Statement
- REAC RASS Follow-Up Plan
- FY 2003 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan 2002
- CGP / Capital Fund Program P & E Report 06/30/02
- Voluntary Conversion Initial Assessment

Housing Authority of the City of Little Rock

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

A.C.O.P.

Note:

This plan (ACOP) also serves as our “Tenant Selection and Assignment Plan (TSAP)” because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

The ACOP also includes the regulatory “One-Strike” provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.

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Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing Operated by the Little Rock Housing Authority

I. Nondiscrimination

A. Compliance with Civil Rights Laws

1. It is the policy of the Little Rock Housing Authority (PHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of 1964, (See 24 CFR Part 1)
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), (See 24 CFR Part 100)
- Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, (See 24 CFR Part 8)
- The Age Discrimination Act of 1975, (See 24 CFR Part 146)
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), (Title II deals with common areas and public space, not living units.)
- Any applicable State laws or local ordinances, and
- Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (Required 24 CFR § 960.203)

2. PHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under PHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (Required, 24 CFR § 100.5)

3. PHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others¹;
- (c) Subject anyone to segregation or disparate treatment;
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- (e) Treat anyone differently in determining eligibility or other requirements for admission²;

¹ PHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

- (f) Deny anyone access to the same level of services³; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. PHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. (Required, 24 CFR § 960.205)

5. PHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, PHA will make structural modifications to its housing and non-housing facilities (Required, 24 CFR §§ 8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (Required, 24 CFR § 100.204) to permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs.

- (a) In making reasonable accommodations or structural modifications to **existing housing programs** (See 24 CFR § 8.24) or in **carrying out other alterations** [See 24 CFR § 8.23(b)] for otherwise qualified persons with disabilities, PHA is **not** required to:
 - (i) Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)]; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
 - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)]
 - (iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
 - (iv) Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR § 8.24 (a) (2)] or
 - (v) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (b) When the PHA is making **substantial alterations** (defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility PHA is not required to:
 - (i) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]

² Except that PHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect PHA's screening or eligibility standards, but it might require PHA to revise its procedures or practices in carrying out those standards.

³ This requirement applies to services provided by PHA and services provided by others with PHA's permission on public housing property. Thus, a health-screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

(ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or

(iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. PHA will not permit these policies to be subverted to do personal or political favors. PHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list. [Required, 24 CFR § 906. 204 (a)(3)(ii)]

B. Accessibility and Plain Language

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some⁴ must be made so, subject to the undue financial and administrative burden test. (Required, 24 CFR § 8.20 and 8.21)

2. Documents used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments as necessary if all appropriate PHA and family efforts have failed to satisfy applicants/residents understanding (Required, 24 CFR § 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed⁵.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but PHA will present examples to help applicants and residents understand the issues involved as necessary if all appropriate PHA and family efforts have failed to satisfy applicants/residents understanding. In writing materials for applicants and residents, PHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability

⁴ It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

⁵ 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. **(Required, 24 CFR § 8.6)**

4. At the various points of initial contact with all applicants, PHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. **(Required, 24 CFR § 8.6)**

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. PHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired **[Required, 24 CFR § 8.6]** because the Fair Housing law makes no such requirement).

6. At a minimum, PHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. PHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the PHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list population characteristics. PHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply (**Affirmative Marketing Requirement**).

2. Marketing and informational materials will be subject to the following:

- (a) Marketing materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc. [**Required, 24 CFR §109.30(a)**];
- (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely to apply (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) PHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

B. Qualification for Admission

1. It is PHA's policy to admit **only** qualified applicants⁶.

2. An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XIII of this policy;
- (b) Meets the HUD requirements on citizenship or immigration status; [**Required, 24 CFR § 5.5 Subpart E**]

⁶ The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet HA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR § 5.5**.

- (c) Has an Annual Income (as defined in Section XII of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in PHA offices.
- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; **[Required, 24 CFR § 5.216]** and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. Of these policies **[Required, 24 CFR § 960.205]**, including attending and successfully completing a PHA-approved pre-occupancy orientation session;

C. Waiting List Management

1. It is the policy of PHA to administer its waiting list as required by the regulations at **24 CFR §§ 5.4, 5.5, 5.6, 960.201 through 960.215**).

2. Opening and Closing Waiting Lists

- (a) PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. PHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below **[Required, 24 CFR § 5.410]**.
- (b) For any unit size or type, if the PHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, PHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit **[Required, 24 CFR 5.410]**.
- (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of PHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
- (d) During the period when the waiting list is closed, PHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting List may be closed

PHA will use its **Procedure on Opening and Closing the Waiting List** to determine whether the waiting list(s) may be closed.

4. Updating the Waiting List

- (a) Beginning in January of 2001 PHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing⁷.
If, after one attempts in writing⁸, no response is received, PHA will withdraw the names of applicants from the waiting list.

⁷ Or by the method designated at initial application by applicants with disabilities.

⁸ The written communication will be sent by first class mail.

At the time of initial intake, PHA will advise families of their responsibility to notify the PHA when their circumstances, mailing address or phone numbers change.

- (b) PHA will not remove an applicant's name from the waiting list except in accordance with this procedure or noted elsewhere within this policy.

5. Changes in Preference Status While on the Waiting List

- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact PHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.
- (b) To the extent that PHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

D. Processing Applications for Admission

1. PHA will accept and process applications in accordance with applicable HUD Regulations and PHA's **Procedure on Taking Applications and Initial Processing**. PHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be subject to verification later in the application process.

1. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the PHA Occupancy Office for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to PHA's **Procedure on Verification**, to determine qualification for admission to PHA's housing:
 - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
 - (ii) Annual Income
 - (iii) Assets and Asset Income
 - (iv) Deductions from Income
 - (v) Preferences
 - (vi) Social Security Numbers of all Family Members Age 6+
 - (vii) Information Used in Applicant Screening
 - (viii) Citizenship or eligible immigration status of all family members
- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. When it is not possible to obtain third party written verification, PHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by PHA staff, (2) review of documents, and, if no other form of verification is

available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

- (c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § 5.5**. Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. The form will ask applicants to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. The form is designed to capture regular cash and non-cash contributions to the family from persons outside the household. (If a “zero income” family is admitted, redeterminations of income will be performed every 30 days. See Section VII C, Periodic Reexaminations, of this policy.)

4. PHA’s records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant’s race and ethnicity; the determination by PHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. [Required, **24 CFR § 85.42**]

E. The Preference System

1. **It is PHA's policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet PHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

2. **Factors other than preferences that affect the selection of applicants from the waiting list** [Required, **24 CFR § 5.410 (d)**]

Before applying its preference system, PHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics “match” the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

- (a) When selecting a family for a unit with **accessible features**, PHA will give a preference to families that include persons with disabilities who can benefit from the unit’s features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, PHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

3. Local Preference

There is one local preference in effect based on ranges of income. Applicants will be grouped as follows:

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year); and

At least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.

4. Ranking Preference

There are two possible ranking preferences in effect: first is the **Displacement Preference**, and second is the **Working Family Preference** (as defined in Section XIII). **PHA's Procedure on Unit Offers and Applicant Placement** will be used to order the Waiting List and make unit offers.

Families that qualify for neither the Displacement nor the Working Family preferences will be categorized as No-preference families.

5. Method of Applying Preferences

To ensure that PHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, PHA will rank applicants within both income tiers as Displacement, Working Family, or no-preference. Four out of every ten applicants admitted will be from Tier I. If there are insufficient applications among the Tier I Displacement preference holders, Tier I Working Family preference holders will be selected. If there are insufficient Working Family preference holders, staff will make offers to the No-preference applicants in Tier I. Within each of the ranking preference categories, offers will be made by oldest application. [See 24 CFR § 960.211 (b)] The remaining six out of every ten applicants admitted, will be from Tier II, subject to the same ranking preferences sorted by application date and time, unless it is necessary to increase or decrease the ratio in each development to eliminate concentrations of incomes due to unbalanced income tier move-out rates.

- (a) PHA will house applicants from Tiers I and II on the waiting list by selecting first from the Displacement applicants, then from Working Family applicants within each Tier, and then, if the Working Family applications are exhausted, by selecting from the No-preference applicants within each Tier.
- (b) PHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.
- (c) PHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

6. Definition of Displacement and Working Family Preference

PHA defines Displacement Preference to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, through no fault of their own by governmental action.

PHA defines Working Family to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in Section XIII. Additionally, persons who cannot work because of age or disability qualify for this ranking preference.

Although the Working Family preference has several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Working Family preferences does not rank any higher than a family that has only one member qualifying for the Working Family preference.

7. Withholding Preferences

As required by law, PHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or PHA staff. [Required, 24 CFR § 5.410 (a) (3)] PHA may grant an admission preference in any of the following cases:

- (a) If PHA determines that the evicted person has successfully completed a rehabilitation program approved by PHA;
- (b) If PHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If PHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of PHA.

8. Administration of the Preferences

- (a) PHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 180 days old at the time of certification.
- (b) At the time of application, PHA will obtain the family's certification that it qualifies for a preference. Between application and the application interview, the family will be advised to notify PHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of application and cannot verify current preference status at the time of certification will lose their preference status and their position on the waiting list. Families that cannot qualify for any of the preferences will

be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.

- (e) Families that claim a preference at application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

10. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.211 (e)]

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) PHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with PHA's designee to review the determination.
- (b) If the applicant requests the meeting, PHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the PHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the PHA's decision to deny the preference.

F. Applicant Selection Criteria

1. It is PHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR § 960) and sound management practices. During screening, PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) To care for and avoid damaging the unit and common areas;
- (c) To use facilities and equipment in a reasonable way;
- (d) To create no health, or safety hazards, and to report maintenance needs;
- (e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity; and
- (g) To comply with necessary and reasonable rules and program requirements of HUD and the PHA.

2. How PHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with PHA's **Procedure on Applicant Screening**.

Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the PHA.

- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
 - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [Required, 24 CFR § 960.205 (b)]
 - (ii) Adversely affect the physical environment or financial stability of the project; [Required, 24 CFR § 960.205 (b)]
 - (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
 - (iv) Require services from PHA staff that would alter the fundamental nature of PHA's program. [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
- (c) PHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification, as appropriate. [Required, 24 CFR §960.206 (a) &(b)]
- (d) PHA will complete a credit check and a rental history check on all applicants.
- (e) Payment of funds owed to PHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. PHA will reject an applicant for unpaid balances owed PHA by the applicant for any program that PHA operates. PHA expects these balances to be paid in full (either in a lump sum or over time while on the waiting list) before initiating the full screening process. PHA will not make offers to families who owe back balances. [See 24 CFR § 960.205 (b)(1)]
- (f) PHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. [24 CFR § 960.205 (b)(3)]
- (g) PHA will complete a home visit on all applicants.⁹ Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. PHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.
 - (i) Housekeeping criteria shall include, but not be limited to:
 - a) Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entranceways, halls, and yard (if applicable);

⁹ If PHA is unable to perform home visits on all applicants, PHA may elect to perform home visits only on applicants who have passed the criminal background check or on applicants whose landlord references are marginal.

- b) Cleanliness in each room; and
 - c) General care of appliances, fixtures, windows, doors and cabinets.
- (ii) Other PHA lease compliance criteria will also be checked, such as:
 - a) Evidence of destruction of property;
 - b) Unauthorized occupants;
 - c) Evidence of criminal activity; and
 - d) Conditions inconsistent with application information.
- (iii) All applicants shall have at least two days' advance written notice of Home Visits.
- (iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.
- (h) PHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:
 - The applicant's past performance in meeting financial obligations, especially rent and utility bills. **[Required, 24 CFR § 960.205 (b) (1)]**
 - A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. **[Required, 24 CFR § 960.205 (b) (2)]**
 - Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. **[Required, 24 CFR § 960.205 (b)(3) & the Anti-Drug Act of 1988]**
 - A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
 - An applicant's ability and willingness to comply with the terms of PHA's lease. **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]**
 - Have previously been evicted from public housing.
 - Committed acts, which would constitute fraud in connection with any federally, assisted housing program.
 - Did not provide information required within the time frame specified during the application process.
 - Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes and individual who is subject to a lifetime registration requirement under a state sex offender registration program.
 - During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents or staff.

- The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information used in accordance with Criminal Records Management Policy.
- If the applicant is a former Public Housing or Section 8 participant who vacated Unit in violation of his lease, the applicant may be declared ineligible.
- If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
 - 1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2) Has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3) Has otherwise been rehabilitated successfully; or
 - 4) Is participating in a supervised drug or alcohol rehabilitation program.

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

- If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request, in writing, an informal meeting with the HA. A HA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.
- As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
 - A. Denied admission for one (1) year for the following:
 1. Past rental record
 2. Bad rent paying habits

3. Bad housekeeping habits, in and outside the unit
4. Damages
5. Disturbances
6. Live-ins
7. Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

B. Denied admission for three (3) years for the following:

1. Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.
 - (i) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
 - (j) Applicants must be able to demonstrate the ability and willingness to comply with the terms of PHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.¹⁰ **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]** Availability of assistance is subject to verification by PHA.

3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, PHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into PHA's screening assessment of the applicant, mitigating circumstances must be verifiable. **[Required, 24 CFR §960.205(d)]**
- (b) Mitigating circumstances¹¹ are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and

¹⁰ Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for PHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

¹¹ The discussion of mitigating circumstance in this paragraph is applicable to all applicants. PHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.205 (d) (1).

behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, PHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances claimed by the applicant or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include: **[Required, 24 CFR § 960.205 (d)]**,
 - (i) Evidence of successful rehabilitation;
 - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
 - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. PHA will consider such circumstances in light of:
 - (i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
 - (ii) the applicant's overall performance with respect to all the screening requirements; and
 - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the applicant as a family; **[Required, 24 CFR § 5.403]**
 - (ii) Eligibility of the applicant with respect to income limits for admission; **[Required, 24 CFR § 5.603]**
 - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; **[24 CFR § 5.5]**
 - (iv) Unit size required for and selected by the PHA;
 - (v) Preference category (if any) to which the family is entitled; **[24 CFR § 5.4]** and
 - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. **[Required, 24 CFR § 960.205]**
- (b) Families determined to be qualified will be notified by PHA of the approximate date of occupancy insofar as that date can be reasonably determined. **[Required, 24 CFR § 960.207(b)]** However, the date stated by PHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors PHA does not control, such

as turnover rates, and market demands as they affect bedroom sizes and project location. [Required, 24 CFR § 960.207 (b)]

- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from PHA, stating the basis for such determination. PHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [Required, 24 CFR § 960.207(a)]
- (d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and under-utilization. It is also fully compliant with HUD rules related to Occupancy Standards.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Largest Unit Size)</u>	<u>Max Persons/Unit</u> <u>(Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10
6BR	10	12

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

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, or couple, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex 5 years of age and older will not be required to share a bedroom, although they may do so at the request of the family.
- (d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, PHA may count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, court order custody, or is away at school. Factors that might affect the decision: length of time the family member would be housed, ages of the family members, and ability to use the living room as sleeping quarters.
- (e) A single head of household parent shall not be required to share a bedroom with his/her child over the age of four, although they may do so at the request of the family.
- (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.

2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The PHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the PHA will choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the PHA's decision could include cultural standards; length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the PHA's choice, they will be placed on the appropriate waiting sublist by unit size.

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

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

III. Tenant Selection and Assignment Plan

A. Organization of the Waiting List

1. Community-wide Waiting List

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

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

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

B. Unit Offers to Applicants

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is described below. The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.

2. PHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

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

4. In selecting applicants for offers of units, PHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, PHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 and local housing needs and conditions.

5. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the PHA will make an offer to an applicant who does not qualify for a local preference. Certain types of transfers will also be processed with new admissions. See Section G. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 3 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone the PHA will send a letter by first class mail.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

C. Due Process Rights for Applicants

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep PHA apprised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria¹²; or
4. The application is withdrawn because the PHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact PHA¹³ either by returning the update postcard or in person, bringing proof of identity;
 - When three working days have elapsed from the date when the PHA mails the letter, if there is no response from the applicant, the applicant will be sent a second letter by first class mail;
 - If an applicant contacts the PHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
 - When PHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, PHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.
5. Persons who fail to respond to PHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be

¹² All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

¹³ Except that PHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

related to a disability. In such circumstances PHA shall reinstate these individuals to their former waiting list positions.

6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

D. Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of PHA, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of “good cause” for refusal of an offer of housing include, but are not limited to:

- The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
- The unit is inaccessible to source of employment, education, or job training, or educational program for children with disabilities¹⁴, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or an educational program for children with disabilities;
- The family demonstrates to PHA’s satisfaction that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
- The applicant is serving in a sequestered jury at the time of the unit offer.

2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family’s position on the waiting list. (In effect, the family’s application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)

¹⁴ If the applicant has a child participating in such a program.

3. PHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

E. Dwelling Units with Accessible/Adaptable Features

1. Before offering a vacant accessible unit to a non-disabled applicant, PHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under PHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, PHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

F. Leasing and Occupancy of Dwelling Units

Applications for admission and transfer will be processed at the central office at 201 East Roosevelt Road. Initial intake will be processed at 2800 South Battery. Waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development.

G. Transfers

PHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive¹⁵ transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of five admissions to each transfer when PHA occupancy rates are at 95% or higher. The specific definitions of each type of transfer are covered in Section VI, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section D above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
4. Tenants are entitled to use the PHA Grievance Procedure if they are refused the right to transfer or if PHA is requiring them to transfer and they do not want to do so.

¹⁵ If the PHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

IV. MISSED APPOINTMENTS

An applicant or tenant who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

1. Complete Application
2. Bringing in Verification Information
3. Briefing prior to Occupancy
4. Leasing Signature
5. Inspections
6. Recertification
7. Interim Adjustment
8. Other Appointments or Requirements to Bring in Documentation as Listed
9. Scheduled Counseling Sessions
10. Move-In appointments

Process When Appointment(s) Are Missed: - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

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

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

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

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

V. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [Required, 24 CFR § 966].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by an authorized representative of PHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed at central office at 201 East Roosevelt Road.
4. If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR § 966.4 (c)(3)]
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - (a) A new lease agreement will be executed, or
 - (b) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and an authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]
6. Residents must advise PHA if they will be absent from the unit for more than 7 days. Residents are required to notify the Site Coordinator and make arrangement to secure the unit and provide a means for PHA to contact the resident in the event of an emergency. Failure to advise PHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. When offering units, PHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with PHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the central office will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **PHA Procedure on Taking Applications and Initial Processing.**)
2. Once the unit is shown and the applicant accepts the unit, the central office will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then reviewed by the central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR § 966.4 (i)]
3. The Central Office will only show and lease units of the appropriate size.

If an exception to PHA's largest unit standard is approved for the applicant, this information will be noted in the resident folder. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

C. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR §§ 960.209 (b) and 966.4 9 (a)(2)] Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR § 966.4 (f)(3) & (c)(2)] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, PHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the PHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from PHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

- (a) Resident plans to be married and files a request to add the new spouse to the lease;
- (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;
- (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- (d) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household; and
- (e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify PHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by PHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on PHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Site Coordinator. Visits of more than three and less than 14 days are permitted, provided they are reported to the Site Coordinator within 72 hours and authorized by the Site Coordinator. Visits of more than 14 calendar days shall be authorized only by the Lead Site Coordinator with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]

7. Residents will not be given permission to allow a former resident of PHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. **[24 CFR § 966.4 (f)(3)]** The resident has the responsibility to report the move-out within 10 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as new applicant households for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship, or other extenuating circumstances shall be considered by PHA in making determinations under this paragraph.

9. Marriage: Both parties of marriages must pass initial screening. Failure to pass screening by either member disqualifies both parties from admission to Public Housing. At any time either party of the marriage is disqualified from Public Housing, both parties of the lease will be terminated.

VI. Transfer Policy

A. General Transfer Policy

1. It is PHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. **[Required, 24 CFR § 100.5]**
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

- (a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by PHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or, based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

These transfers shall take priority over new admissions.

- (b) Category 1 Administrative Transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the central office at 201 East Roosevelt Road. The Resident shall provide the necessary documentation to substantiate the need for transfers. Transfers may also be initiated by PHA (e.g. moving a person with mobility problems to a unit with accessible features).

- (c) Category 2 Administrative Transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (under the PHA's standards) as described below.

These transfers can take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is so large that the household members over age 4 would equal more than two persons per bedroom (underhoused). **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative Transfers are mandatory transfers within sites or between sites may be made to: transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms (overhoused). Correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

These transfers will not take priority over new admissions. They can be processed at the rate of one transfer to five admissions.

- (e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

These transfers can take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.

2. Whenever feasible, transfers will be made within a resident's area.

C. Processing Transfers

1. A centralized transfer waiting list will be administered by the central office. Site Coordinator is responsible for submitting requests for transfer including necessary documentation, to the Central Office.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers, at a rate of (3) three transfers to each admission, When occupancy rates are above 95%.
- Category 3 Administrative Transfers at a rate of (5) five transfers to each admission. , When occupancy rates are above 95%.

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under-housed status.

4. Residents in a Category 2 under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each Site Coordinator affected by the transfer.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the

unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, PHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits PHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 5 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

D. Good Record Requirement for Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

- (a) Have not engaged in criminal activity that threatens the health and safety of residents and staff;
- (b) Do not owe back rent or other charges, or evidence a pattern of late payment;
- (c) Meet reasonable housekeeping standards and have no housekeeping lease violations; and
- (d) Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements will be made for emergency transfers or may be made when it is to PHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central office taking into account the recommendation by the Site Coordinator.

Absent a determination of exception, the following policy applies to transfers:

- (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Incentive Transfers

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

- (a) Incentive Transfers - PHA may occupy recently modernized and scattered site units through incentive transfers. Depending on PHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. PHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.

- (b) Resident requests for incentive transfers should be made to the central office. Site Coordinator may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:
- (i) Residency in a PHA development for at least three years.
 - (ii) No more than one repayment agreements, or unpaid balances at any time in the past two (2) years.
 - (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
 - (iv) Good housekeeping record.
2. Incentive transfers are Category 2 administrative transfers.
 3. No exceptions will be granted to the good record requirement for incentive transfers.
 4. Denial of an Incentive Transfer is subject to the Grievance Procedure.

F. Cost of Transfers

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the Site Coordinator may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by PHA. Transfers requested or required by PHA may be paid for or made by PHA.
2. The Landlord may provide movers for elderly and handicapped residents who are required to move as a result of being overhoused/underhoused.

**VII. Eligibility for Continued Occupancy, Annual Reexaminations,
and Remaining Family Members**

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in Section XIII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § 5.5]
5. Who are in compliance with the PHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

6. This reexamination shall be done by development in the following order:

PARRIS TOWERS	January
BOOKER HOMES	February
SUNSET TERRACE	February
IVES HOMES	March
CUMBERLAND TOWERS	April
POWELL TOWERS	May
HOLLINSWORTH GROVE	June

B. Remaining Family Members and Prior Debt

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. PHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Periodic Reexamination

1. Regular reexaminations: PHA shall, at least once a year, re-examine the incomes of all resident families, except those paying Flat rents, for whom reexaminations of income will occur every three years. [24 CFR § 960.209 (a)]
2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with

respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

3. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 30 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. A credit check will be run at recertification to help detect any unreported earned income, and family members not reported on the lease, etc. [24 CFR § 960.206]
- (c) Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the resident as a family or as the remaining member of a family;
 - (ii) Unit size required for the family (using the Occupancy Guidelines); and
 - (iii) Rent the family should pay.
- (d) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR § 5]
- (f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Deputy Executive Director for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)]

6. Action Following Reexamination

- (a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. [24 CFR § 966.4 (c) & (o)]
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. [24 CFR § 966.4 (c)(3)]

VIII. Interim Rent Adjustments: Fixed Rent System

A. Rent Adjustments

1. **Residents are required to report all changes in family income, composition or status** to the central office located at 201 East Roosevelt Road within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.

2. **Annual Income excluded:** The entire amount of increased earned income is excluded for the first 12 months following the point when the employment begins, and 50-percent of the increased amount is excluded for the second 12 months after the beginning of employment. There is a maximum term for the combined full and 50-percent exclusion of 48 months beginning the month following the time of the first employment-related exclusion. If residents fail to report in a timely manner, the PHA may assume that they are still employed and that the exclusion period is still in effect. Note: See Section XII, B. 13.

3. PHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. PHA will simply make a note of the reported increase in the resident's file. PHA will process interim changes in rent in accordance with the information below:

4. **Interim Redetermination of Rent:** - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.
- B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
- C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
- D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.
- E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.
- F. A tenant who has had an income reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

5. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. [24 CFR § 960.206]

6. PHA will process interim adjustments in rent in accordance with the following policy:

- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
- (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

7. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the PHA. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with PHA's dwelling lease. [24 CFR § 966.4 (c)(2)]

IX. Lease Termination Procedures

A. General Policy: Lease Termination

It is PHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (I)(2)] and the lease terms.

B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by PHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related criminal activity. [24 CFR § 966.4 (I)(3)]

2. Notices of lease termination may be served personally and posted on the apartment door.

3. The Notice shall include a statement describing rights of any resident with a disability to meet with the PHA designee and determine whether a reasonable accommodation could eliminate the need for the lease termination.

C. Recordkeeping Requirements

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

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

X. Utilities

In certain of PHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by PHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. [24 CFR § 965 & 966.4 (b)(2)]

A. Resident-Paid Utilities

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment is less than the utility allowance, PHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf.
3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that PHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Maintaining utility services and paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the PHA. Monthly the check meters shall be read by the PHA and each tenant charged for any consumption in excess of the utility allowance.
2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

XI. Flat Rents

A. Flat Rents

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998, and are market-based rents. Accordingly, they will vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents will be offered the choice of paying an income-based rent or the Flat rent. Tenants that select flat rents will not receive a utility allowance or reimbursement. Flat rents represent the actual market value of PHA's housing units. Accordingly, PHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Size of PHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of PHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at PHA's properties and in the surrounding neighborhood
- Crime in PHA's developments and the surrounding neighborhood
- Quality of local schools serving each PHA development
- Availability of public transportation at each PHA development
- Availability of accessible units for persons with mobility impairments.

B. Annual Update of Flat Rents

Federal rules require PHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the PHA property or the surrounding neighborhood would affect PHA's flat rents at selected developments.

C. Recertification of Families on Flat Rents

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

XII. Definitions and Procedures to be used in Determining Income and Rent

A. Annual Income (24 CFR 5.609)

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

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

If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Items not Included in Annual Income [24 CFR § 5.609]

Annual Income does not include the following:

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

[See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section XIII of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution; **(FR Vol. 60, #65/ 5 April 1995)**
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA;

9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services worth at least \$500, **will not be increased during the exclusion period**. For purposes of this paragraph, the following definitions apply:
 - (a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - (b) During the 12 month period beginning when the member is first employed or the family first experiences an increase in income the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - (c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - (d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission.
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

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

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

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

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
 - Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e)];
 - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
 - Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;
 - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
 - The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
 - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu].
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
 - Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
 - Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;

- Payments received under the Maine Indian Claims Settlement Act of 1980 (**Pub. L. 96-420, 94 Stat. 1785**);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (**42 USC 9858g**);
- Earned income tax credit refund payments received on or after January 1, 1991 (**26 USC 32 (j)**).

C. Anticipating Annual Income [24 CFR § 913.106 (d)]

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income [24 CFR § 913.102]

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

For All Families

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children 12 years of age and younger for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.

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

3. **Work related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

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

- a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

4. **Earned Income of Minors** – All amount earned by family members other than the head or spouse who are under age 18.

For elderly and disabled families only:

5. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

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

- a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

6. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

7. **Optional Deductions/Exemptions:** PHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

E. Rent Computation

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will be paid directly to the utility company by the PHA on behalf of the tenant.

2. **Total Tenant Payment is the highest of:**

- **30% of adjusted monthly income;** or
- **10% of monthly income; but** never less than the
- **Minimum Rent**

3. Tenant rent is computed by subtracting the utility allowance for tenant-supplied utilities (if applicable) from the Total Tenant Payment. Where the PHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

4. The Minimum Rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;

- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or
- Other circumstances as determined by PHA

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

XIII. Definitions of Terms Used in This Statement of Policies

1. Accessible dwelling units -- when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR § 8.21]

3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.3.5]

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]

6. Applicant - a person or a family that has applied for admission to housing.

7. Area of Operation - The jurisdiction of the PHA as described in applicable State law and the PHA's Articles of Incorporation.

8. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)

9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR § 8.3)

10. Care attendant - a person that regularly visits the unit of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-head of household - a household where two persons are held responsible and accountable for the family.

12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. [24 CFR § 5.603]
13. Designated Family - means the category of family for whom PHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)
14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.
15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. (24 CFR § 5.403)
16. Displaced Person - A single person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]
17. Displacement Preference – An admissions preference awarded to applicants can verify that they are or will be displaced by a natural disaster declared by the President of the United States, or by governmental action (e.g. an eminent domain condemnation, code enforcement action, etc.).
18. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets (24 CFR § 5.603) in this section.)
19. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. (24 CFR § 5.403)
20. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]
21. Extremely Low Income Family – A Family who's Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.
22. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in PHA housing; ~~OR~~ two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in PHA housing.

The term family also includes: Elderly family (Definition #19), Near elderly family (Definition #33) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #40), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #26). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. (24 CFR §§ 5 and 960)

Live-in Aides (Definition #27) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

23. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school (24 CFR 5.603).

24. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

25. Individual with Handicaps, Section 504 definition [24 CFR § 8.3] -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

- (a) A physical or mental impairment that:
 - Substantially limits one or more major life activities;
 - Has a record of such an impairment;
 - Or is regarded as having such an impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

26. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

27. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by PHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403).

PHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

- (e) A Live-in aide is a single person.
- (f) A Live-in Aide will be required to meet PHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

28. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families (**42 USC 1437a(b)**).

29. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. (**24 CFR § 5.603**).

30. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

31. Mixed Population Project - means a public housing project for elderly and disabled families. The PHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

32. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. (**24 CFR § 8.3**)

33. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well being of the near-elderly person or persons. A near-elderly family may include other family members who are not near elderly. (**24 CFR § 5.403**)

34. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability (**42 USC 1437a(b)(3)**)

35. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [**24 CFR § 5.603**]

- (a) Real property (land, houses, mobile homes)
- (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms (24 CFR § 913.102).

36. Person with disabilities¹⁶ (42 USC 1437a(b)(3)) means a person¹⁷ who —

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].

37. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. (24 CFR § 945.105)

38. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]

39. Qualified Individual with handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.

- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the PHA.

¹⁶ NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

¹⁷ A person with disabilities may be a child.

- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the PHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. (24 CFR § 8.3)

40. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

41. Spouse - Spouse means the husband or wife of the head of the household.

42. Tenant Rent - The amount payable monthly by the Family as rent to PHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR § 5.603).

43. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. (24 CFR §5.613) See the definition for Tenant Rent.

44. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in **Appendix A to 24 CFR Part 40. See cross-reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**

45. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility (24 CFR § 965.473).

46 Utility Reimbursement – Funds are reimbursed to the utility company on the resident’s behalf, if the utility allowance exceeds the Total Tenant Payment. Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

47 Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development (42 USC 1437a(b)).

48. Working Family Preference: An admissions preference granted when:

(a) A family can verify employment of an adult member:

(i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of PHA’s offer of housing. Employment at the time of the offer must be for the 90-day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.

(ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.

(iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to PHA and will have their lease terminated.

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. **[Required, 24 CFR 960.212 (b) (1)]**

(b) A family can verify participation in a job-training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify PHA if it enters such a program while on the waiting list and provide documentation of participation to PHA. PHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

Tenant Schedule of Charges

ITEM		ITEM	MATERIAL	LABOR	NORMAL	AFTER
DESCRIPTION		ACTION	COST	CHARGE	HOUR	HOUR
					COST	COST
Apartment	Walls: Over 20 nail holes in plaster/sheetrock each room	Repair	\$3.00	\$12.00	\$15.00	\$21.00
Apartment	Walls: Any nail holes in brick or masonry (per room)	Repair	\$5.00	\$25.00	\$30.00	\$42.50
Bathroom	Heater/Exhaust Fan/Light	Replace	\$48.00	\$10.00	\$58.00	\$63.00
Bathtub	Stopper (Each)	Replace	\$0.50	\$2.00	\$2.50	\$3.50
Bathtub	Unstop	Repair		\$16.00	\$16.00	\$24.00
Bathtub	Overflow Plate	Replace	\$6.86	\$2.00	\$8.86	\$9.86
Bathtub	Spout	Replace	\$4.98	\$2.00	\$6.98	\$7.98
Bathtub	Faucet Handles (Pair)	Replace	\$7.82	\$3.00	\$10.82	\$12.32
Bathtub	Faucet Stem (Pair)	Replace	\$16.00	\$6.00	\$22.00	\$25.00
Breaker	Reset During Normal Hours	Repair		\$11.00	\$11.00	\$16.50
Breaker	Single Pole	Replace	\$16.95	\$3.00	\$19.95	\$21.45
Breaker	Double Pole	Replace	\$34.95	\$3.00	\$37.95	\$39.45
Cabinet Bathroom	Doors (Each)	Replace	\$20.00	\$10.00	\$30.00	\$35.00
Cabinet Bathroom	Doors: Hinges or Pulls (Each)	Replace	\$1.28	\$10.00	\$11.28	\$16.28
Cabinet Kitchen	Section (Per Foot)	Replace	\$58.00	\$20.00	\$78.00	\$88.00
Cabinet Kitchen	Top (Per Foot)	Replace	\$19.00	\$8.00	\$27.00	\$31.00
Cabinet Kitchen	Drawer	Replace	\$30.00	\$3.00	\$33.00	\$34.50
Cabinet Kitchen	Drawer	Repair	\$14.00	\$6.00	\$20.00	\$23.00
Cabinet Kitchen	Door (Re-hang, Etc.)	Repair	\$11.00	\$3.00	\$14.00	\$15.50
Cabinet Kitchen	Door	Replace	\$24.00	\$3.00	\$27.00	\$28.50
Cabinet Kitchen	Front or Frame of Cabinet	Repair	\$16.00	\$5.00	\$21.00	\$23.50
Cabinet Kitchen	Drawer Pulls or Door Handles (Each)	Replace	\$1.28	\$3.00	\$4.28	\$5.78
Cabinet Kitchen	Door Hinges (Pair)	Replace	\$1.97	\$3.00	\$4.97	\$6.47
Cabinet Kitchen	Double Roller Catches (Each)	Replace	\$1.32	\$3.00	\$4.32	\$5.82

Tenant Schedule of Charges

ITEM DESCRIPTION		ITEM ACTION	MATERIAL COST	LABOR CHARGE	NORMAL HOUR COST	AFTER HOUR COST
Cabinet Kitchen	Drawer Guide (Monorail) (Each)	Replace	\$1.55	\$3.00	\$4.55	\$6.05
Cabinet Kitchen	Re-hang When Pulled Loose from Wall (still attached)	Repair	\$10.00	\$12.00	\$22.00	\$28.00
Cabinet Medicine		Replace	\$20.78	\$3.00	\$23.78	\$25.28
Cabinet Medicine	Shelf, Cabinet	Replace	\$8.00	\$2.00	\$10.00	\$11.00
Carpet	Glue Etc:	Remove	Actual	Actual	Actual	Actual
Carpet		Replace	Actual	Actual	Actual	Actual
Clean Apartment	Furniture, Appliances Per Piece	Remove		\$10.00	\$10.00	\$15.00
Clean Apartment	Excessive Trash Left In Apartment	Remove		\$50.00	\$50.00	\$75.00
Clean Apartment	Walls/Floors: (per room) Due To Poor Housekeeping	Clean	\$8.00	\$20.00	\$28.00	\$38.00
Clean Bathroom	Walls/Floors/Cabinets: (per room) Due To Poor Housekeeping	Clean	\$5.00	\$10.00	\$15.00	\$20.00
Clean Kitchen	Walls/Floors/Cabinets: (per room) Due To Poor Housekeeping	Clean	\$10.00	\$30.00	\$40.00	\$55.00
Clean Range	Upon Move-Out: Must Be Free Of All Grease And Debris	Clean	\$10.00	\$35.00	\$45.00	\$62.50
Clean Range	To operate correctly or make repairs	Clean	\$8.00	\$20.00	\$28.00	\$42.00
Clean Refrigerator	Upon Move-Out: Must Be Free Of All Grease And Debris	Clean	\$5.00	\$20.00	\$25.00	\$35.00
Clean Roof		Clean		\$22.00	\$22.00	\$33.00
Clean Yard	Entire Yard of Trash, Garbage, Paper, etc.	Clean		\$40.00	\$40.00	\$60.00
Clean Yard	Front/Sides of Trash, Garbage, Paper, etc.	Clean		\$20.00	\$20.00	\$30.00
Clean Yard	Back/Sides of Trash, Garbage, Paper, etc.	Clean		\$20.00	\$20.00	\$30.00
Cloths Rod		Replace	\$7.80	\$2.00	\$9.80	\$10.80
Commode		Replace	\$61.47	\$50.00	\$111.47	\$136.47
Commode	Bowl Only	Replace	\$30.80	\$25.00	\$55.80	\$68.30
Commode	Tank Only	Replace	\$30.67	\$15.00	\$45.67	\$53.17
Commode	Tank Top	Replace	\$15.00	\$3.00	\$18.00	\$19.50
Commode	Commode Seat	Replace	\$8.48	\$3.00	\$11.48	\$12.98

Tenant Schedule of Charges

ITEM		ITEM	MATERIAL	LABOR	NORMAL	AFTER
DESCRIPTION		ACTION	COST	CHARGE	HOURLY COST	HOURLY COST
Commode	Tank (Flush) Handle	Replace	\$2.23	\$3.00	\$5.23	\$6.73
Commode	Tank Float	Replace	\$1.41	\$3.00	\$4.41	\$5.91
Commode	Unstop - Stoppage	Replace		\$16.00	\$16.00	\$24.00
Commode	Unstop -Stoppage, Commode has to be Pulled	Replace	\$2.50	\$30.00	\$32.50	\$47.50
Commode	Handicapped Tank Only	Replace	\$92.00	\$15.00	\$107.00	\$114.50
Commode	Handicapped Bowl Only	Replace	\$131.90	\$25.00	\$156.90	\$169.40
Commode	Handicapped Seat Including Grab Bars, Etc.	Replace	\$154.10	\$3.00	\$157.10	\$158.60
Deck		Repair	Actual	Actual	Actual	Actual
Door	Security Screen: New Or Used	Replace	\$225.00	\$10.00	\$235.00	\$240.00
Door	Security Screen: Chain	Replace	\$1.40	\$3.00	\$4.40	\$5.90
Door	Security Screen: Closer	Replace	\$5.83	\$3.00	\$8.83	\$10.33
Door	Security Screen: Re-screen (Each Panel)	Replace	\$5.78	\$6.00	\$11.78	\$14.78
Door	Security Screen: Panel, Bottom Aluminum (Each Panel)	Replace	\$30.00	\$5.00	\$35.00	\$37.50
Door	Security Screen: Handle	Replace	\$7.82	\$3.00	\$10.82	\$12.32
Door	Security Screen: Re-hang When Torn from Hinges	Repair	\$3.00	\$24.00	\$27.00	\$39.00
Door	Security Screen: Re-hang Door Chain or Door Closer	Repair	\$1.00	\$6.00	\$7.00	\$10.00
Door	Security Screen: Weather-stripping	Replace	\$11.19	\$3.00	\$14.19	\$15.69
Door	Security Screen: Expander	Replace	\$12.00	\$3.00	\$15.00	\$16.50
Door	Screen: Aluminum New Or Used	Replace	\$100.00	\$10.00	\$110.00	\$115.00
Door	Screen: Bronze New Or Used	Replace	\$195.00	\$10.00	\$205.00	\$210.00
Door	Screen: Door Chain	Replace	\$1.40	\$3.00	\$4.40	\$5.90
Door	Screen: Door Closer	Replace	\$5.83	\$3.00	\$8.83	\$10.33
Door	Screen: Re-screen Door (Each Panel)	Repair	\$16.00	\$6.00	\$22.00	\$25.00
Door	Screen: Panel Bottom Aluminum	Repair	\$5.00	\$5.00	\$10.00	\$12.50

Tenant Schedule of Charges

ITEM DESCRIPTION		ITEM ACTION	MATERIAL COST	LABOR CHARGE	NORMAL HOUR COST	AFTER HOUR COST
Door	Screen: Panel Bottom Aluminum	Replace	\$20.00	\$5.00	\$25.00	\$27.50
Door	Screen: Door Handle	Replace	\$7.82	\$3.00	\$10.82	\$12.32
Door	Screen: Re-hang Door when Torn from Hinges	Repair	\$3.00	\$24.00	\$27.00	\$39.00
Door	Screen: Re-roll Screen When Damaged	Repair		\$6.00	\$6.00	\$9.00
Door	Screen: Re-hang Door Chain or Closer	Repair	\$1.00	\$6.00	\$7.00	\$10.00
Door	Screen: Frame Around Screen Door	Repair	\$96.00	\$18.00	\$114.00	\$123.00
Door	Screen: Weather Stripping	Replace	\$11.19	\$3.00	\$14.19	\$15.69
Door	Screen: Expander	Replace	\$25.50	\$3.00	\$28.50	\$30.00
Door	Exterior: Wooden	Replace	\$60.55	\$30.00	\$90.55	\$105.55
Door	Exterior: Metal	Replace	\$99.95	\$30.00	\$129.95	\$144.95
Door	Exterior: Wooden - Split at Lock	Repair	\$13.82	\$6.00	\$19.82	\$22.82
Door	Interior: Wooden - Split at Passage Set	Repair	\$8.98	\$6.00	\$14.98	\$17.98
Door	Exterior: Re-hang Wooden	Repair	\$2.00	\$18.00	\$20.00	\$29.00
Door	Interior: Re-hang Wooden	Repair	\$2.00	\$10.00	\$12.00	\$17.00
Door	Interior: Remove Hasp, Chain, etc. resident installed	Repair		\$22.00	\$22.00	\$33.00
Door	Exterior: Remove Hasp, Chain, etc. resident installed	Repair		\$22.00	\$22.00	\$33.00
Door	Interior: Wooden, Patch Hole (Each Hole)	Repair	\$5.00	\$12.00	\$17.00	\$23.00
Door	Interior	Replace	\$48.95	\$30.00	\$78.95	\$93.95
Door	Door Stop	Replace	\$0.21	\$3.00	\$3.21	\$4.71
Door	Exterior: Lock Plate	Replace	\$0.35	\$3.00	\$3.35	\$4.85
Door	Exterior: Weather Stripping (Each)	Repair	\$11.19	\$3.00	\$14.19	\$15.69
Door	Exterior: Viewer	Replace	\$1.32	\$3.00	\$4.32	\$5.82
Door	Exterior: Deadbolt and Cores - Each)	Replace	\$47.14	\$6.00	\$53.14	\$56.14
Door	Exterior: Deadlock (Deadbolt or Night Latch)	Replace	\$28.98	\$6.00	\$34.98	\$37.98

Tenant Schedule of Charges

ITEM DESCRIPTION		ITEM ACTION	MATERIAL COST	LABOR CHARGE	NORMAL HOUR COST	AFTER HOUR COST
Door	Exterior: Cores (Lock Exchange)	Replace		\$22.00	\$22.00	\$33.00
Door	Exterior: Passage Set Knob	Replace	\$19.84	\$3.00	\$22.84	\$24.34
Door	Exterior: Remove Object from Lock	Repair		\$9.00	\$9.00	\$13.50
Door	Exterior: Hasp on Outside Storage Unit	Replace	\$1.44	\$3.00	\$4.44	\$5.94
Door	Exterior: Thumb Turn on Deadbolt	Replace	\$11.00	\$3.00	\$14.00	\$15.50
Door	Heater Closet: Lock	Replace	\$29.99	\$3.00	\$32.99	\$34.49
Door	Interior: Passage Set	Replace	\$7.19	\$3.00	\$10.19	\$11.69
Door	Interior: Striker Plate	Replace	\$7.25	\$3.00	\$10.25	\$11.75
Floor	Vinyl Base (Per Foot)	Replace	\$1.79	\$4.00	\$5.79	\$7.79
Identification Card		Replace	\$1.00	\$2.00	\$3.00	\$4.00
Key		Replace	\$1.00	\$2.00	\$3.00	\$4.00
Lavatory		Replace	\$24.97	\$12.00	\$36.97	\$42.97
Lavatory	Faucet	Replace	\$23.48	\$6.00	\$29.48	\$32.48
Lavatory	Replace Lavatory Handles	Replace	\$2.68	\$3.00	\$5.68	\$7.18
Lavatory	Replace P-Trap	Replace	\$1.33	\$3.00	\$4.33	\$5.83
Lavatory	Re-hang Lavatory	Repair	\$3.00	\$12.00	\$15.00	\$21.00
Lavatory	Supply Line - Each	Replace	\$0.65	\$3.00	\$3.65	\$5.15
Lavatory	Faucet Stem - Each	Replace	\$3.95	\$3.00	\$6.95	\$8.45
Lavatory	Stopper (Each)	Replace	\$0.50	\$2.00	\$2.50	\$3.50
Light Fixture		Replace	\$13.25	\$6.00	\$19.25	\$22.25
Light Fixture	Shade or Globe	Replace	\$11.00	\$2.00	\$13.00	\$14.00
Light Fixture	Porch	Replace	\$12.98	\$6.00	\$18.98	\$21.98
Light Fixture	Porch Light Globe	Replace	\$4.72	\$2.00	\$6.72	\$7.72
Light Switch	Light Switch	Replace	\$0.56	\$4.00	\$4.56	\$6.56

Tenant Schedule of Charges

ITEM DESCRIPTION		ITEM ACTION	MATERIAL COST	LABOR CHARGE	NORMAL HOUR COST	AFTER HOUR COST
Light Switch	Cover	Replace	\$0.39	\$2.00	\$2.39	\$3.39
Lock	Unlock For Resident: Gain Entry	Charge		\$15.00	\$15.00	\$22.50
Mailbox		Repair	\$2.00	\$4.00	\$6.00	\$8.00
Mailbox		Replace	\$4.98	\$4.00	\$8.98	\$10.98
Meter	Electric: Meter Socket	Replace	\$118.00	\$3.00	\$121.00	\$122.50
Meter	Electric: Cover	Replace	\$35.00	\$3.00	\$38.00	\$39.50
Meter	Electric	Replace	\$75.00	\$3.00	\$78.00	\$79.50
Meter/Regulator	Gas	Replace	\$162.00	\$6.00	\$168.00	\$171.00
Meter/Regulator	Gas: Index	Replace	\$22.00	\$3.00	\$25.00	\$26.50
Meter/Regulator	Gas: Cover Over Index	Replace	\$6.00	\$3.00	\$9.00	\$10.50
Paint	Efficiency Unit: Tenant Abuse/Occupied < 2.5 Years	Replace	\$30.00	\$70.00	\$100.00	\$135.00
Paint	1-Bedroom Unit: Tenant Abuse/Occupied < 2.5 Years	Replace	\$40.00	\$100.00	\$140.00	\$190.00
Paint	2-Bedroom Unit: Tenant Abuse/Occupied < 2.5 Years	Replace	\$50.00	\$130.00	\$180.00	\$245.00
Paint	3-Bedroom Unit: Tenant Abuse/Occupied < 2.5 Years	Replace	\$60.00	\$160.00	\$220.00	\$300.00
Paint	4-Bedroom Unit: Tenant Abuse/Occupied < 2.5 Years	Replace	\$70.00	\$190.00	\$260.00	\$355.00
Paint	5-Bedroom Unit: Tenant Abuse/Occupied < 2.5 Years	Replace	\$80.00	\$220.00	\$300.00	\$410.00
Paint	6-Bedroom Unit: Tenant Abuse/Occupied < 2.5 Years	Replace	\$90.00	\$250.00	\$340.00	\$465.00
Paint	Occupied Units: Per Bedroom Charge	Charge		\$100.00	\$100.00	\$150.00
Wall, Paper	Wall, Appliances, and Cabinets: Per Square Foot	Remove	\$.35	\$2.00	\$2.35	\$3.52
Range	Gas: Size 20"	Replace	\$210.00	\$15.00	\$225.00	\$232.50
Range	Gas: Size 30"	Replace	\$239.00	\$15.00	\$254.00	\$261.50
Range	Electric: Size 20"	Replace	\$260.00	\$15.00	\$275.00	\$282.50
Range	Oven Door:	Replace	Actual	Actual	Actual	Actual
Range	Broiler Door:	Replace	Actual	Actual	Actual	Actual

Tenant Schedule of Charges

ITEM DESCRIPTION		ITEM ACTION	MATERIAL COST	LABOR CHARGE	NORMAL HOUR COST	AFTER HOUR COST
Range	Oven Pilot Light	Replace	\$24.22	\$6.00	\$30.22	\$33.22
Range	Stove Top Pilot Harness	Replace	\$14.50	\$6.00	\$20.50	\$23.50
Range	Burner Valve	Replace	\$7.41	\$8.00	\$15.41	\$19.41
Range	Oven Door Handle	Replace	\$2.78	\$3.00	\$5.78	\$7.28
Range	Burner Knob	Replace	\$1.95	\$2.00	\$3.95	\$4.95
Range	Oven Dial	Replace	\$8.65	\$2.00	\$10.65	\$11.65
Range	Oven Control	Replace	\$8.65	\$6.00	\$14.65	\$17.65
Range	Oven Pilot Safety Valve	Replace	\$26.72	\$8.00	\$34.72	\$38.72
Range	Burner Grates	Replace	\$5.53	\$2.00	\$7.53	\$8.53
Range	Burner Caps	Replace	\$4.25	\$2.00	\$6.25	\$7.25
Range	Oven Door	Repair		\$12.00	\$12.00	\$18.00
Range	Roller on Broiler Tray (each)	Replace	\$9.00	\$3.00	\$12.00	\$13.50
Range	Oven Door Springs	Replace	\$1.76	\$5.00	\$6.76	\$9.26
Range	Broiler Pan (Tray)	Replace	\$26.00	\$2.00	\$28.00	\$29.00
Range	Oven Rack	Replace	\$13.30	\$2.00	\$15.30	\$16.30
Range	Oven Pilot Light	Light		\$6.00	\$6.00	\$9.00
Range	Venta-Hood	Replace	\$39.99	\$6.00	\$45.99	\$48.99
Range	Venta-Hood Filter	Replace	\$7.49	\$2.00	\$9.49	\$10.49
Range	Electric: Burner Indicator Light	Replace	\$12.00	\$4.00	\$16.00	\$18.00
Range	Electric: Burner or Oven Knob	Replace	\$8.00	\$2.00	\$10.00	\$11.00
Range	Electric: Oven Thermostat/Control	Replace	\$70.00	\$6.00	\$76.00	\$79.00
Range	Electric: 6-Inch Surface Element	Replace	\$9.00	\$3.00	\$12.00	\$13.50
Range	Electric: 8-Inch Surface Element	Replace	\$25.00	\$3.00	\$28.00	\$29.50
Range	Electric: 6-Inch Drip Pan	Replace	\$2.00	\$2.00	\$4.00	\$5.00

Tenant Schedule of Charges

ITEM DESCRIPTION		ITEM ACTION	MATERIAL COST	LABOR CHARGE	NORMAL HOUR COST	AFTER HOUR COST
Range	Electric: 8-inch Drip Pan	Replace	\$3.00	\$2.00	\$5.00	\$6.00
Range	Electric: Infinite Switch Control (Surface Burner)	Replace	\$35.00	\$3.00	\$38.00	\$39.50
Range	Electric: Broiler Element (Oven)	Replace	\$30.00	\$3.00	\$33.00	\$34.50
Range	Electric: Back Element (Oven)	Replace	\$30.00	\$3.00	\$33.00	\$34.50
Range	Electric: Burner Block (Surface Element or Oven)	Replace	\$5.00	\$3.00	\$8.00	\$9.50
Receptacle	110 Volt	Replace	\$0.49	\$4.00	\$4.49	\$6.49
Receptacle	Cover	Replace	\$0.39	\$2.00	\$2.39	\$3.39
Receptacle	220 Volt	Replace	\$2.02	\$4.00	\$6.02	\$8.02
Receptacle	Ground Fault Circuit Interrupter	Replace	\$8.89	\$4.00	\$12.89	\$14.89
Refrigerator		Replace	\$369.00	\$15.00	\$384.00	\$391.50
Refrigerator	Door	Replace	\$210.00	\$6.00	\$216.00	\$219.00
Refrigerator	Door Panel Inner	Replace	\$151.00	\$6.00	\$157.00	\$160.00
Refrigerator	Shelf Support	Replace	\$51.00	\$6.00	\$57.00	\$60.00
Refrigerator	Door Seal or Gasket	Replace	\$25.10	\$6.00	\$31.10	\$34.10
Refrigerator	Freezer Door Seal or Gasket	Replace	\$12.00	\$6.00	\$18.00	\$21.00
Refrigerator	Freezer Door	Replace	\$210.00	\$6.00	\$216.00	\$219.00
Refrigerator	Door Hinge (Each)	Replace	\$18.00	\$3.00	\$21.00	\$22.50
Refrigerator	Vegetable Bin (Crisper)	Replace	\$48.00	\$2.00	\$50.00	\$51.00
Refrigerator	Ice Tray (Each)	Replace	\$0.43	\$2.00	\$2.43	\$3.43
Refrigerator	Track for Crisper	Replace	\$17.00	\$5.00	\$22.00	\$24.50
Refrigerator	Shelf (each)	Replace	\$41.00	\$3.00	\$44.00	\$45.50
Refrigerator	Door Shelf Front (Freezer)	Replace	\$22.00	\$3.00	\$25.00	\$26.50
Refrigerator	Door Shelf Front (Refrigerator)	Replace	\$15.60	\$3.00	\$18.60	\$20.10
Refrigerator	Butter Dish Cover	Replace	\$13.00	\$3.00	\$16.00	\$17.50

Tenant Schedule of Charges

ITEM DESCRIPTION		ITEM ACTION	MATERIAL COST	LABOR CHARGE	NORMAL HOUR COST	AFTER HOUR COST
Refrigerator	Defrost Timer	Replace	\$24.00	\$8.00	\$32.00	\$36.00
Refrigerator	Condensate Pump	Replace	\$75.00	\$8.00	\$83.00	\$87.00
Refrigerator	Auxiliary Thermostat	Replace	\$59.00	\$8.00	\$67.00	\$71.00
Service Call	Nothing Wrong Unnecessary Call	Charge		\$15.00	\$15.00	\$22.50
Service Call	Resident will not admit Personnel	Charge		\$15.00	\$15.00	\$22.50
Service Call	Pest Control Treatment due to non admittance or bad H.K.	Treat		\$65.00	\$65.00	
Shower Curtain	Rod	Replace	\$5.00	\$2.00	\$7.00	\$8.00
Shower Curtain		Replace	\$6.00	\$2.00	\$8.00	\$9.00
Shower Head	Replace Shower Head	Replace	\$6.97	\$2.00	\$8.97	\$9.97
Sink Kitchen	Faucet Assembly	Replace	\$38.00	\$12.00	\$50.00	\$56.00
Sink Kitchen		Replace	\$32.11	\$12.00	\$44.11	\$50.11
Sink Kitchen	Faucet Handles	Replace	\$12.29	\$3.00	\$15.29	\$16.79
Sink Kitchen	Spout	Replace	\$12.87	\$3.00	\$15.87	\$17.37
Sink Kitchen	Faucet Stem (Each)	Replace	\$2.36	\$4.00	\$6.36	\$8.36
Sink Kitchen	P-Trap	Replace	\$5.04	\$4.00	\$9.04	\$11.04
Sink Kitchen	Waste Line	Replace	\$4.44	\$4.00	\$8.44	\$10.44
Sink Kitchen	Strainer (Complete)	Replace	\$6.93	\$4.00	\$10.93	\$12.93
Sink Kitchen	Strainer Basket	Replace	\$2.89	\$2.00	\$4.89	\$5.89
Sink Kitchen	Unstop	Repair		\$16.00	\$16.00	\$24.00
Sink Kitchen	Supply Lines	Replace	\$8.00	\$3.00	\$11.00	\$12.50
Smoke Alarm	Tenant Removed and Damaged	Replace	\$11.68	\$15.00	\$26.68	\$40.00
Smoke Alarm	Re-hang/Reinstall Battery (Tenant Removed)	Repair	\$2.00	\$15.00	\$17.00	\$25.50
Soap Dish		Replace	\$2.96	\$3.00	\$5.96	\$7.46
Soap Dish	Ceramic	Replace	\$5.98	\$3.00	\$8.98	\$10.48

Tenant Schedule of Charges

ITEM DESCRIPTION		ITEM ACTION	MATERIAL COST	LABOR CHARGE	NORMAL HOUR COST	AFTER HOUR COST
Soap Dish	Ceramic: Re-hang Soap Dish	Repair	\$2.00	\$3.00	\$5.00	\$6.50
Thermostat		Replace	\$19.97	\$4.00	\$23.97	\$25.97
Tile	Ceramic: Each	Replace	\$0.17	\$3.00	\$3.17	\$4.67
Tile	Vinyl 12"x12" (each)	Replace	\$1.33	\$4.00	\$5.33	\$7.33
Tissue Holder		Replace	\$7.39	\$3.00	\$10.39	\$11.89
Tissue Holder	Tissue Roller	Replace	\$0.32	\$2.00	\$2.32	\$3.32
Tissue Holder	Re-hang	Repair	\$1.00	\$2.00	\$3.00	\$4.00
Towel Bar		Replace	\$6.10	\$3.00	\$9.10	\$10.60
Towel Bar	Remount	Repair	\$1.00	\$3.00	\$4.00	\$5.50
Tumbler Holder		Replace	\$5.98	\$3.00	\$8.98	\$10.48
Window	Screen: New	Replace	\$15.20	\$3.00	\$18.20	\$19.70
Window	Screen: Used	Replace	\$10.00	\$3.00	\$13.00	\$14.50
Window	Screen: Re-screen	Repair	\$3.00	\$6.00	\$9.00	\$12.00
Window	Screen: Re-hang When Removed by Resident	Repair		\$6.00	\$6.00	\$9.00
Window	Screen: When Wire Has Been Pushed Out (not damaged)	Repair		\$6.00	\$6.00	\$9.00
Window	Glass (Each)	Replace	\$16.00	\$12.00	\$28.00	\$34.00
Window	Glass: Re-putty When Pushed Out (Not Broken)	Repair	\$3.00	\$6.00	\$9.00	\$12.00
Window	Lock (Each)	Replace	\$1.26	\$3.00	\$4.26	\$5.76
Window	Shade	Replace	\$3.50	\$3.00	\$6.50	\$8.00
Window	Shade Brackets (Each Window)	Replace	\$2.12	\$3.00	\$5.12	\$6.62
Window	Mini Blinds	Replace	\$12.00	\$3.00	\$15.00	\$16.50
Wiremold	Per 5 Foot Section	Replace	\$7.45	\$4.00	\$11.45	\$13.45

LITTLE ROCK HOUSING AUTHORITY'S POLICY ON MAINTENANCE CHARGES

The intent of this policy is to serve as a guide to management in the fair and consistent disbursement of charges to tenants that have willfully neglected, abused, vandalized, and/or mistreated the property leased to them or allowed others on or off their lease to do the same.

The intent of this policy is to serve as a guide to tenants on what to expect from LRHA when their apartments are inspected and it is found damages beyond normal wear and tear have occurred to the premises. Several items listed in this policy are normal service requests and tenants will not be charged for these services. A service listed in this policy does not mean in all cases the tenant will be charged, unless willful neglect, abuse, vandalism, and/or mistreatment the property is noted.

LRHA expects tenants to upkeep the premises in a safe and sanitary manner. Good housekeeping is paramount. The apartment walls, floors, ceilings, appliances, windows, doors, building exterior, and appurtenances etc. must always be kept clean and in good working order. It is the tenant's responsibility to notify maintenance whenever it is found something in the premise needs to be repaired.

Normal wear and tear is expected and is not subject to charges. It should be noted that maintaining the apartment in an unsafe and unsanitary manner is not considered normal wear and tear. The tenant will be charged for cleaning and/or exterminating pests.

The minimum labor charges (based on normal hours of operation \$8.00 per hour; after hours and weekends \$12.00 per hour) are listed in the following attachment. The listed charge for materials is based on actual costs. If the minimum listed charge is not sufficient to cover actual costs due to extraordinary circumstances, the tenant will be charged for the actual materials and labor. The following attachment was based on the average time to accomplish the task and the actual materials expended. It serves as a guide and is not all-inclusive. It is not feasible to list all possible items a tenant can and will be charged for. The tenant will be charged material and labor costs for any item not listed herein under the tenant's responsibility that has been willfully neglected, abused, vandalized, and/or mistreated. In the event repairs or replacements are extensive and must be accomplished by contract, the costs will be actual contract cost plus administrative costs to the Housing Authority. The tenant at any time may request an itemized breakdown of any and all charges.

Tenants will in most cases be allowed to correct the deficiency themselves. Upon re-inspection of the premises by LRHA the charges will be reversed. The tenant must notify the Maintenance Division within 48 hours of the inspection with their intent to correct the deficiency themselves. The tenant will not be afforded the opportunity to correct the deficiency if the item falls into the parameter of life and safety i.e. smoke detector, electrical hazard, etc.

All items charged to a resident must be documented in the tenant files. Documentation shall include but not be limited to pictures, police reports, insurance adjuster claims, and fire department reports. The Director of Technical Services will review all tenant charges of \$100.00 or more.

Attachment:
Tenant Charge Schedule

**Little Rock Housing Authority
RESIDENTIAL LEASE AGREEMENT**

THIS LEASE IS IN TWO PARTS:

Part I establishes the Terms and Conditions of the lease. These apply to all residents;

Part II is a lease contract. This is executed by the resident and the PHA, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution), aliases and dates of birth (DOB);
- Unit address, occupancy date, community name and unit number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the PHA with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal PHA working hours.

PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

Little Rock Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the Little Rock Housing Authority, (called "PHA") and Tenant named in Part II of this lease (called "Tenant"). [966.4 (a)]

I. **Description of the Parties and Premises:** [966.4 (a)]

- (a) PHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the PHA's policy on such activities. [966.4 (d)(1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births and adoptions**, require the advance written approval of PHA. Such approval will be granted only if the new family members pass PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2) & (d)(3)(i)]
Tenant agrees to wait for PHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which PHA may terminate the lease in accordance with Section XIV. [966.4 (f)(3)]
- (d) Tenant shall report deletions (for any reason) from the household members named on the lease to the PHA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

TENANT'S INITIALS _____

II. **Lease and Amount of Rent**

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4 (a)(1)]
The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4 (c)]
The amount of the Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Occupancy Policy. [966.4 (c)]
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the Fifth Business day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (e)(1) & (3)]
When PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent predeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by PHA. If Tenant asks for an explanation, PHA shall respond in a reasonable time. **No partial rent payments or security deposits will be accepted** [966.4 (c)(4)]
- (c) **Minimum Rent Hardship Exemption:**
The Minimum Rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:
 - The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - The family would be evicted as result of the imposition of the minimum rent requirements;
 - The income of the family has decreased because of changed circumstances, including loss of employment;
 - A death in the family has occurred; or

- Other circumstances as determined by PHA

TENANT'S INITIALS _____

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4 (b)(2)]

- (a) Maintenance Costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to PHA for the labor and materials needed to complete the work, which could include total contract cost. If overtime work is required, overtime rates shall be charged. The tenant charge list can be viewed at 201 East Roosevelt Road [966.4 (b)(2)]
- (b) Excess Utility Charges --An excess utility charge will be assessed to the tenant whose utility usage is above the utility allowance. [966.4 (b)(2)]
- (c) Late Charges -- A charge of \$10.00 for rent or other charges paid after the fifth business day of the month. [966.4 (b)(3)] PHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives PHA's written notice of the charge. **Overdue payments must include the late charge.** [966.4 (b)(4)]
- (d) Casualty – Charges will also be assessed to the Tenant to pay for damages caused by fire, smoke, and other related charges that are a result of negligence on the part of the Tenant, Household Member(s) of the Tenant or guests of the Tenant as determined by the Fire Department. Such fire, smoke, water used to extinguish fire and other related charges shall be calculated in the amount of the replacement cost, actual cost or the deductible amount on the Landlord's fire insurance, if any, whichever is less. Such charges must be paid within sixty (60) days from the date in which the charges are incurred by the Landlord. The Tenant may be given the option of entering into a reasonable payment agreement for said charges. Failure to pay such charges by the due date or in accordance with such payment agreement shall be considered a breach and grounds for termination of this Lease.

The Tenant will do nothing and permit nothing to be done on the Premises, which will contravene any fire or other insurance policy covering the same.

TENANT'S INITIALS _____

IV. Payment Location: Rent and other charges must be mailed to: Little Rock Housing Authority, PO Box 2248, Little Rock, AR 72203-2248. PHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds may be required to make all future payments by cashier's check or money order.

TENANT'S INITIALS _____

V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to the dollar amount of the security deposit as noted on Part II of this Residential Lease. **No partial security deposits will be accepted.** [966.4 (b)(5)]
- (b) PHA's Responsibilities: PHA will use the Security Deposit at the termination of this Lease:
 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
 3. To reimburse the HA for cost associated with terminating contract less than 45 days after execution.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and PHA has inspected the dwelling unit.

The return of a security deposit shall occur within 60 days after Tenant moves out. PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes PHA with a forwarding address. If any deductions are made, PHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

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VI. Utilities and Appliances [966.4 (b)(1)]

- (a) PHA Supplied Utilities: PHA will supply water, sewer service, electricity, and trash collection. PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
PHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of PHA. [966.4 (b)(2)]
- (b) Non-Landlord Supplied Utilities. In communities having individual utility company-read meters, the Landlord will provide a utility allowance for those utilities that the Landlord is required to supply to the Tenant, as set forth above, based on size and type of apartment occupied. In such communities, residents will be responsible for contacting the appropriate utility companies for utility connection and for paying his/her utility bill directly to the utility company. The approved allowances will be a credit each month for each utility metered and subtracted from the Rent. The utility allowance may be changed from time to time by the Landlord and such changes will become part of this Lease, and the Tenant will receive a copy of the revised allowance schedule. [913.102] [965.473]
If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the difference. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving as a payment to the Utility Company on the tenant's behalf.
- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

TENANT'S INITIALS _____

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of PHA, members of the household may engage in legal profit making activities in the dwelling unit. [966.4 (d) (1) & (2)]
This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Site Coordinator, for an extension of this provision. [966.4 (d)(1)]
- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and PHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]
At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.
- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
 - (1) The status of each family is to be re-examined at least once a year.
 - (2) Tenant promises to supply PHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c)(2)]

Failure to supply such information when requested is a serious violation of the terms of the lease and PHA may terminate the lease.

All information must be verified. Tenant agrees to comply with PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)]

PHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by PHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly available in the each Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)]

(a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant failed to comply with some TANF requirement. [913.107, 1995 Edition]

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(b) It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. PHA then will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(c) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition must be reported to the Central Office: 201 East Roosevelt Road, LR, AR 72206, within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c) (2)]

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.

2. In the case of a rent increase, when an increase in income occurs it must be reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

4. Newly employed Tenants who were previously unemployed for one or more years are eligible for a twelve-month grace period. Each adult family member can be eligible for the twelve (12) month grace period. (The twelve (12) month grace period will affect the adult with the income increase. The household's rent will still be adjusted if another family member's grace period expires.) The second 12th month period after the beginning of employment, 50-percent of the increased amount is excluded.

(e) Transfers [966.4 (c)(3)]

1. Tenant agrees that if PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. PHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability, PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, PHA may transfer Tenant to another unit with the features requested at PHA's expense.
4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by PHA. Tenant shall be given no less than 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, PHA may terminate the Lease. [966.4 (c)(3)]
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c)(4)]
7. PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
8. All costs associated with the move will be the responsibility of the Tenant; however, the Landlord may provide movers for elderly and handicapped residents who are required to move as a result of being overhoused/underhoused.

TENANT'S INITIALS _____

VIII. PHA Obligations [966.4 (e)]: PHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
- (d) To keep development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with PHA; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; [966.4 (e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by PHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When PHA is required to afford Tenant the opportunity for a hearing under the PHA grievance procedure for a grievance concerning a proposed adverse action:
 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(l)(3) shall constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a proposed lease termination, PHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]

IX. Tenant's Obligations: Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4 (f)(1)]
- (b)
 1. Not to give accommodation to boarders or lodgers; [966.4 f)(2)]
 2. Not to give accommodation to long-term guests (in excess of 14 days) without the advance written consent of PHA.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)]
 This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy standards, and so long as PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)((3)(i))]
- (d) To abide by necessary and reasonable regulations promulgated by PHA for the benefit and well being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. **The tenant will be assessed maintenance charges for not complying to the above.** [966.4 (g)]
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by PHA. [966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [§ 966.4(f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
 1. Not disturb other residents' peaceful enjoyment of their accommodations; and
 2. Be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other residents or employees of PHA, or;
 2. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]
- (m) To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of PHA. No wallpaper/borders are permitted anywhere in the apartment. To make no changes to locks or install new locks on interior/exterior doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by PHA.

- (n) To give prompt prior notice to PHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and PHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
- (p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Arkansas anywhere on the property of PHA.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas and satellite dishes on or from any part of the dwelling unit, except that roof antennas and satellite dishes may be installed in accordance with regulations set forth by PHA with the written approval of PHA and require a \$150 security deposit.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of PHA.
- (u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from PHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on project site. Tenants cannot drive or park vehicles on the grass under any circumstance.
- (w) To remove any personal property left on PHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 15 days shall be considered abandoned and will be disposed of by PHA. Costs for storage and disposal shall be assessed against the former tenant.
- (x) To use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y)
 1. Not to commit any fraud in connection with any Federal housing assistance program, and
 2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. Tenant must maintain utility service to the unit at all times.
- (aa) At the tenants choice procure appropriate renters insurance to cover expenses due to fire, damage, utility line leaks, utility and/or appliance outage etc. that damages the tenants possessions and / or HA property. The HA will not replace tenant damaged possessions.

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X. Defects Hazardous to Life, Health or Safety: In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

PHA Responsibilities:

- (a) PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]

- (b) PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4 (h)(3)]
- (c) Tenant shall accept any replacement unit offered by PHA.
- (d) In the event PHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h)(4)]
- (e) If PHA determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Site Coordinator of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.

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XI. Move-in and Move-out Inspections

- (a) Move-in Inspection: The Tenant shall inspect the dwelling unit prior to occupancy using an inspection form provided by the PHA. The form shall be signed by PHA and Tenant and a copy of the form retained in Tenant's folder. [966.4 (i)] PHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Pre move-out Inspection: PHA will inspect the unit within 30 days of tenants move-out date, provided the tenant gives a 30 day notice to vacate. PHA will give tenant a written statement of charges, if any, for which Tenant is responsible. Tenant can repair the unit prior to vacating at their cost.
- (c) Move-out Inspection -- PHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to PHA. [966.4 (i)]
- (d) Tenants in the high-rise buildings can only move-in or move-out during the hours of 8 a.m. to 4:30 p.m. Monday through Friday. No weekend or holiday moves are authorized.

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XII. Entry of Premises During Tenancy

- (a) Tenant Responsibilities--
 1. Tenant agrees that the duly authorized agent, employee, or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours of 8:00 A.M. to 6:00 P.M. for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
 2. When Tenant calls to request maintenance on the unit, PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) PHA's Responsibilities--
 1. PHA shall give Tenant at least 48 hours written notice that PHA intends to enter the unit. PHA may enter only at reasonable times. [966.4 (j)(1)]
 2. PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]

3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

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XIII. Notice Procedures

- (a) Tenant Responsibility-- Any notice to PHA must be in writing, delivered to the Site Coordinator or to PHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- (b) PHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

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XIV. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by PHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. [966.4 (l)(2)]

Such serious or repeated violation of terms **shall include but not be limited to:**

1. The failure to pay rent or other payments when due, excluding minimum rent hardship exemptions; [966.4 (l)(2)]
 2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Three such late payments within a 12-month period shall constitute a repeated late payment; [966.4 (l)(2)]
 3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
 4. Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
 5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. [966.4 (c)(2)]
 6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
 7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of PHA's public housing premises by other residents, or any drug-related criminal activity. [966.4 (l)(2)]
 8. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer; [966.4 (l)(2)]
 9. Any fire on PHA premises caused by carelessness or unattended cooking. [966.4 (l)(2)]
- (b) PHA shall give written notice of the proposed termination of the Lease of:
 1. 14 days in the case of failure to pay rent;
 2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (not to exceed 30 days but not less than 3 days) when the health or safety of other tenants or PHA staff is threatened;
 3. 30 days in any other case. [966.4 (l)(3)(i)(A), (B) & (C)]
 - (c) The notice of termination:
 1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PHA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]

2. When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with PHA's grievance procedures. [966.4 (l)(3)(ii)]
 3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4 (l)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
 4. When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under PHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]
 5. When PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance for PHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (l)(3)(v)]
 6. PHA may evict Tenant from the unit only by complying with State of Arkansas statutory eviction requirements. [966.4 (l)(4)]
- (d) Tenant may terminate this Lease at any time by giving thirty days written notice to vacate as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l)(5)]
- (f) When a PHA evicts a Tenant from a dwelling unit for criminal activity PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (l)(5)(ii)]

TENANT'S INITIALS _____

XV. Waiver: No delay or failure by PHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

TENANT'S INITIALS _____

XVI. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by PHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) PHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. PHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection PHA will notify Tenant in writing if he/she fails to comply with the standards. PHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of

time, PHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) Tenant responsibility: Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

- (c) Housekeeping Standards: Inside the Apartment

General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be clean and dry.

Storage Areas--

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

- (d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT'S INITIALS _____

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

No persons other than the Tenant and the Household Member(s) listed above are permitted to be domiciled in the Premises unless added to the Lease with the prior written approval of the Landlord.

TENANT'S INITIALS _____

(3) Term: The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

TENANT'S INITIALS _____

(4) Rent: Initial rent (prorated for partial month) shall be \$_____. An amount equal to the product of the number of days of actual occupancy multiplied by 1/30th of the monthly rent, and, if applicable, the Tenant shall receive a credit benefit of \$_____. From PHA for Utility Reimbursement (for partial month). **Partial payments will not be accepted after the due date (first of the month).**

Thereafter, rent in the amount of \$_____ Per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) business day of said month. A utility allowance of \$_____ Per month (if applicable) shall be credited by the PHA to the Tenant. When the Total Tenant Payment (TTP) is less than the utility allowance, PHA will pay a utility reimbursement, equal to the difference between one month's TTP and the utility allowance to the utility company on the resident's behalf. [966.4 (b)(1)]

TENANT'S INITIALS _____

(5) Utilities and Appliances: PHA-Supplied Utilities [966.4 (b)(1)] Landlord agrees to furnish water and trash collection. Tenant agrees to furnish and maintain utilities. Tenant agrees to pay PHA all excess electric charges in excess of the utility allowance. **Note: Tenants that elect Flat Rent do not receive a utility allowance or reimbursement.**

Landlord agrees to furnish a range and refrigerator. The landlord is not responsible for damages caused by the malfunction of a refrigerator/freezer or range, which causes damage to food or other personal property.

Tenant must at all times have natural gas and electrical service to their unit. Failure to maintain services will be considered a breach of the contract.

TENANT'S INITIALS _____

(6) Utility Allowances: The PHA agrees to furnish a utility allowance as the amounts specified in the posted Schedule of Utility Allowances.

TENANT'S INITIALS _____

(7) Vehicles: The Tenant shall be entitled to parking for no more than _____ vehicles; provided that the vehicles are registered with the Landlord. The Landlord reserves the right to assign parking spaces to the Tenant and/or restrict the type of vehicles permitted at the Community. The Tenant's initial vehicle is listed below:

VEHICLE MAKE	MODEL	YEAR	LICENSE #

TENANT'S INITIALS _____

(8) Security Deposit: Tenant agrees to pay \$ _____ as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. **No Partial Security Deposits Will Be Accepted** [966.3 (b)(5)]

TENANT'S INITIALS _____

(9) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____

DATE _____

CO-TENANT _____

DATE _____

CO-TENANT _____

DATE _____

LRHA OFFICIAL: _____

DATE _____

TITLE: _____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to PHA before execution of the lease, or before PHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to PHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS:

If indicated by a (X) below, PHA has provided the tenant with the following attachments and information:

- | | |
|--|---|
| <input type="checkbox"/> Part I of this Lease | <input type="checkbox"/> Pet Policy |
| <input type="checkbox"/> Lead Paint Poisoning | <input type="checkbox"/> Grievance Procedure (May be updated) |
| <input type="checkbox"/> Housekeeping Standards | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Move-In Inspection Form | |

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "Protect Your Family From Lead in Your Home". The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

Tenant's Signature

Date

MAINTENANCE AND REPAIRS

Request for Maintenance and Repairs. The Tenant must request maintenance or repairs by telephone to the Maintenance Department of Landlord. During non-business hours, emergency repairs may be requested by telephoning the Landlord or its designee at **(501) 340-4800**. In the event that the emergency services number changes, the Tenant should contact the Landlord during regular business hours (8:00 a.m. to 4:30 p.m. Monday - Friday) at (501) 340-4821 for the correct telephone number.

OFFICE ADDRESS: 201 East Roosevelt Road, Little Rock, AR 72206

SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

- A. Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

- B. The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenants peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of

Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT. UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.

DESIGNATION OF BENEFICIARY

Tenant designates the following adult person as TENANT'S beneficiary to be responsible for removal of TENANT'S personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated by the Landlord and Tenant is otherwise unavailable:

NAME _____ RELATIONSHIP _____

ADDRESS _____

HOME PHONE _____ BUSINESS PHONE _____

Property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 15 days of notice, the Landlord may dispose of the property as provided in this agreement.

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

SECTION 8 HOMEOWNERSHIP CAPACITY STATEMENT

The Little Rock Housing Authority is continuing to examine the Section 8 Homeownership Program Final Rule, 65 Fed. Reg. 55134 (September 12, 2000). Therefore, LRHA has made no final determination at this time as to whether it will implement such a program during 2002.

LRHA will continue its review of the final rule and reserves its right to implement Section 8 Homeownership by the capacity statement set out below.

In the event the Little Rock Housing Authority elects to implement a Section 8 Homeownership Program, it will:

1. Establish a minimum homeowner down payment requirement of at least three percent (3%) and require that at least one percent (1%) of the down payment come from the family's resources, or
2. Require that financing for the purchase of a home under its section 8 homeownership program will be provided, insured or guaranteed by the state or Federal government, comply with secondary mortgage market underwriting requirements or comply with generally accepted private sector underwriting standards.
3. Develop the capacity, with local partners to successfully operate a Section 8 Homeownership Program.

Resident Membership of the PHA Governing Board

RESIDENT COMMISSIONER: **Ms. Wilma Swinney**

Appointed: **04/12/2002**
*

Term Expires: **08/22/2005**

Address: **1800 S. Broadway Street, Little Rock, AR**
 Fred A. Parris Towers

Ms. Swinney is serving the remainder of the term previously held by Ms. Ada Brooks. Ms. Brooks resigned from the Board of Commissioners because she was no longer a participant in the LRHA's Section 8 program.

Membership of the Resident Advisory Board

Parris Towers: Delores Wagner
Willie J. Hawkins
Pearline Potts
Wilma Swinney

Powell Towers: Ruthie Belcher
Mittie Charles
Martha Coleman
Laura Johnson

Cumberland Towers: Mary Routhier
Margaret Cox

Section 8 Program: Gloria Tate

**COMMENTS RESIDENT ADVISORY BOARD
HOUSING AUTHORITY OF THE CITY OF LITTLE ROCK, ARKANSAS**

PHAP PLAN COMPONENTS:

The LRHA Deputy Director addressed the 2003 Agency Plan RAB Committee and detailed proposed changes. She encouraged comments, suggestions, and recommendations so that the Agency Plan would serve as a tool for addressing resident needs and concerns. Topics addressed with comments were as follows:

- a. Pet Policy: No proposed changes were presented. No comments from residents on this matter.
- b. Community Service/Self Sufficiency Policy: Discussion regarding why the residents of Madison Heights Phase I & II and Homes at Granite Mountain was held. Residents commented that they were pleased that Congress had made changes to the requirement.
- c. Policy of Maintenance Charges was outlined and staff provided a breakdown of maintenance charges and when they will be charged. Positive feedback was received by Resident Council that this list will be helpful for residents in accessing charges and also gives the residents the option to question charges.

Assessment of Site Based Waiting List Development **Demographic Changes**

Development Name: Madison Heights
AR 004-018

EIOP: 1999

Total Public Housing Units: 59

	Race/Ethnic	Disability
Before Implementation of the Site Based Waiting List	Black 0	1 Bedroom 0
	White 0	2 Bedroom 0
	American Indian 0	3 Bedroom 0
	Other 0	
Current Available Data	Black 56	1 Bedroom 2
	White 3	2 Bedroom 4
	American Indian 0	3 Bedroom 1
	Other 0	
Percent Change	Black 100%	1 Bedroom 100%
	White 100%	2 Bedroom 100%
	American Indian	3 Bedroom 100%
	Other	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37P00470899	Federal FY of Grant: 1998
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Jun 30, 2002 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
XX	Amount of Annual Grant: (sum of lines.....)	199,548			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security – Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF)
 Part II: Supporting Pages**

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37P00470899				Federal FY of Grant: 1998			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	DEVELOPMENT		1499		199,548				
	TOTAL				199,548				
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450199	Federal FY of Grant: 1999
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 Performance and Evaluation Report for Period Ending: Jun 30, 2002 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	594,356			
19	1502 Contingency				

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

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 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
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Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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XX	Amount of Annual Grant: (sum of lines.....)	594,356		
	Amount of line XX Related to LBP Activities			
	Amount of line XX Related to Section 504 compliance			
	Amount of line XX Related to Security – Soft Costs			
	Amount of Line XX related to Security-- Hard Costs			
	Amount of line XX Related to Energy Conservation Measures			
	Collateralization Expenses or Debt Service			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	DEVELOPMENT		1499		594,356				
	TOTAL				594,356				
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450100	Federal FY of Grant: 2000
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		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	767,072			
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450100	Federal FY of Grant: 2000
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 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
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Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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XX	Amount of Annual Grant: (sum of lines.....)	767,072		
	Amount of line XX Related to LBP Activities			
	Amount of line XX Related to Section 504 compliance			
	Amount of line XX Related to Security – Soft Costs			
	Amount of Line XX related to Security-- Hard Costs			
	Amount of line XX Related to Energy Conservation Measures			
	Collateralization Expenses or Debt Service			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

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					Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	DEVELOPMENT		1499		767,072				
	TOTAL				767,072				
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450101	Federal FY of Grant: 2001
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Jun 30, 02
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	782,698.00			
19	1502 Contingency				

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450101	Federal FY of Grant: 2001
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Jun 30, 02
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
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Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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XX	Amount of Annual Grant: (sum of lines.....)	782,698.00		
	Amount of line XX Related to LBP Activities			
	Amount of line XX Related to Section 504 compliance			
	Amount of line XX Related to Security – Soft Costs			
	Amount of Line XX related to Security-- Hard Costs			
	Amount of line XX Related to Energy Conservation Measures			
	Collateralization Expenses or Debt Service			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450101				Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	DEVELOPMENT		1499		782,698.				
	TOTAL				782,698.				
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450102	Federal FY of Grant: 2002
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs		100,000		
8	1440 Site Acquisition		155,140		
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	1,255,140	1,000,000		
19	1502 Contingency				

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450102	Federal FY of Grant: 2002
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
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Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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XX	Amount of Annual Grant: (sum of lines.....)	1,255,140	1,255,140		
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security – Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450102				Federal FY of Grant: 2002			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	FEES AND COST		1430			100,000			
	Total		1430			100,000			
PHA-WIDE	SITE ACQUISITION		1440			155,140			
	Total		1440			155,140			
PHA-WIDE	DEVELOPMENT		1499		1,255,140	1,000,000			
	TOTAL				1,255,140	1,000,000			
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450103	Federal FY of Grant: 2003
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	100,000			
8	1440 Site Acquisition	155,140			
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	1,000,000			
19	1502 Contingency				

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450103	Federal FY of Grant: 2003
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
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Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
--	---

XX	Amount of Annual Grant: (sum of lines.....)	1,255,140		
	Amount of line XX Related to LBP Activities			
	Amount of line XX Related to Section 504 compliance			
	Amount of line XX Related to Security – Soft Costs			
	Amount of Line XX related to Security-- Hard Costs			
	Amount of line XX Related to Energy Conservation Measures			
	Collateralization Expenses or Debt Service			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450103				Federal FY of Grant: 2003			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	FEES AND COSTS		1430		100,000				
	TOTAL				100,000				
PHA-WIDE	SITE ACQUISITION		1440		155,140				
	TOTAL				155,000				
PHA-WIDE	DEVELOPMENT		1499		100,000				
	TOTAL				1,000,000				
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number HOPE VI GRANT No: AR37URD0040100 Capital Fund Program Grant No: Replacement Housing Factor Grant No:	Federal FY of Grant: 2000
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 6/30/02 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration	5,000		5,000	573
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	1,564,261		1,311,043	1,311,043
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	100,000		100,000	3,670
17	1495.1 Relocation Costs				
18	1499 Development Activities				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number HOPE VI GRANT No.: AR37URD0040100 Capital Fund Program Grant No: Replacement Housing Factor Grant No:	Federal FY of Grant: 2000
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 6/30/02 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1502 Contingency				
XX	Amount of Annual Grant: (sum of lines....)	1,669,261		1,416,043	1,315,286
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 Compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of line XX Related to Security- Hard Costs				
	Amount of line XX Related to Energy Conversion Measures				
	Collateralization expenses or Debt Service				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450100 Replacement Housing Factor Grant No:	Federal FY of Grant: 2000
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending: 06/30/02 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1502 Contingency	77,282	37,282	37,282	
XX	Amount of Annual Grant: (sum of lines....)	1,894,135	1,894,135	1,894,135	
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 Compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of line XX Related to Security- Hard Costs				
	Amount of line XX Related to Energy Conversion Measures				
	Collateralization expenses or Debt Service				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: AR37P00450100 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revision	Funds Obligated	Funds Expended	
PHA-WIDE	Operations		1406		-0-	378,827	378,827	189,414	
	SUBTOTAL		1406		-0-	378,827	378,827	189,414	
PHA-WIDE	Computer Software		1408		25,000	10,000	10,000		
“	Consultant Fees		1408		130,000	30,000	30,000		
“	Resident Training		1408		15,000	7,000	7,000		
“	Maint. & Other Staff Training		1408		35,646	10,646	10,646		
	SUBTOTAL		1408		205,646	57,646	57,646	11,780	
PHA-WIDE	Travel (CFP related)		1410		1,000	1,000	1,000		
“	Publications (CFP related)		1410		300	300	300		
“	Telephone/Fax etc.		1410		200	200	200		
“	Sundry (advertise & LBP)		1410		3,000	3,000	3,000		
“	Tech. & Non-Tech. Salaries		1410		169,371	169,371	169,371	125,678	
	SUBTOTAL		1410		173,871	173,871	173,871	125,678	
PHA-WIDE	Architect & Engineers Fees		1430		88,000	88,000	88,000	45,588	
“	Inspection Cost		1430		15,000	10,000	10,000		
“	Sundry Planning Costs		1430		200	200	200		
	SUBTOTAL		1430		103,200	98,200	98,200	45,588	
PHA-WIDE	Relocation Costs		1495		3,000	3,000	3000		
	SUBTOTAL		1495		3,000	3,000	3000		
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: AR37P00450100 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revision	Funds Obligated	Funds Expended	
PHA-WIDE	Computer Hardware	1475		40,000	40,000	40,000	10,733	
	SUBTOTAL	1475		40,000	40,000	40,000	10,733	
PHA-WIDE	Contingency	1502		77,282	37,282	37,282		
	SUBTOTAL	1502		77,282	37,282	37,282		
AR4-01	Refurbish Units (bathroom, patch							
Sunset Terrace	Paint, heat & A/C, kitchens, etc.)	1460	16	181,597	167,770	167,770		
	Site/landscape/lights (sidewalks							
	Curb appeal, security, utility, etc.)	1450		80,000	50,000	50,000		
	SUBTOTAL AR4-01			261,597	217,770	217,770		
AR4-03	Refurbish Units (bathroom, patch							
Ives Homes	Paint, heat & A/C, kitchens, etc.)	1460	16	166,400	166,400	166,400		
	Site/landscape/lights (sidewalks							
	Curb appeal, security, utility, etc.)	1450		80,000	50,000	50,000		
	SUBTOTAL AR4-03			246,400	216,400	216,400		
AR4-06	Refurbish Units (bathroom, patch							
Ives Walk	Paint, heat & A/C, kitchens, etc.)	1460	4	44,000	44,000	44,000		
	SUBTOTAL AR4-06			44,000	44,000	44,000		
Signature of Executive Director and Date				Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02				X				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: AR37P0045010 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revision	Funds Obligated	Funds Expended	
AR4-05	Refurbish Units (bathroom, patch								
Hollinsworth	Paint, heat & A/C, kitchens, etc.)		1460	10	162,000	100,000	100,000		
	SUBTOTAL AR4-5				162,000	100,000	100,000		
AR4-09	Replace/Repair Mech. Equipment		1460		373,217	323,217	323,217		
Parris Towers	Repair Call for Help System		1460		5,000	5,000	5,000		
	Replace Room Smoke Detectors		1460		4,000	4,000	4,000		
	SUBTOTAL AR4-09				382,217	332,217	332,217		
AR4-10	Repair/Replace Mech. Equipment		1460		78,000	78,000	78,000		
Cumberland	Replace Balcony Screen Doors		1460		24,000	24,000	24,000		
Towers	Repair Call for Help System		1460		5,000	5,000	5,000		
	Replace Room Smoke Detectors		1460		3,000	3,000	3,000		
	SUBTOTAL AR4-10				110,000	110,000	110,000		
AR4-11	Replace/Repair Mech. Equipment		1460		76,922	76,922	76,922		
Jesse Powell	Repair Call for Help System		1460		5,000	5,000	5,000		
Towers	Replace Room Smoke Detectors		1460		3,000	3,000	3,000		
	SUBTOTAL AR4-11				84,922	84,922	84,922		
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City Of Little Rock Arkansas	Grant Type and Number Capital Fund Program No: AR37P00450100 Replacement Housing Factor No:	Federal FY of Grant: 2000
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-WIDE 1406	09/30/02		09/30/02	09/30/03	09/30/04		
1408	09/30/02		09/30/02	09/30/03	09/30/04		
1410	09/30/02		09/30/02	09/30/03	09/30/04		
1430	09/30/02		09/30/02	09/30/03	09/30/04		
1495	09/30/02		09/30/02	09/30/03	09/30/04		
1475	09/30/02		09/30/02	09/30/03	09/30/04		
1502	09/30/02		09/30/02	09/30/03	09/30/04		
AR4-01 1460 & 50	09/30/02		09/30/02	09/30/03	09/30/04		
AR4-03 1460 & 50	09/30/02		09/30/02	09/30/03	09/30/04		
AR4-06 1460	09/30/02		09/30/02	09/30/03	09/30/04		
AR4-05 1460	09/30/02		09/30/02	09/30/03	09/30/04		
AR4-09 1460	09/30/02		09/30/02	09/30/03	09/30/04		
AR4-10 1460	09/30/02		09/30/02	09/30/03	09/30/04		
AR4-11 1460	09/30/02		09/30/02	09/30/03	09/30/04		

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: AR37P00450101 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
PHA-WIDE	Operations		1406		0	105,128			
	SUBTOTAL		1406		0	105,128			
PHA-WIDE	Computer Software		1408		25,000	25,000			
“	Consultant Fees		1408		143,710	143,710			
“	Resident Training		1408		15,000	15,000			
“	Maint. & Other Staff Training		1408		35,000	35,000			
	SUBTOTAL		1408		218,710	218,710			
PHA-WIDE	Tech. & non-Tech. Salaries		1410		186,808	186,808			
“	Travel Related to CFP		1410		1,000	1,000			
“	Publications Related to CFP		1410		300	300			
“	Telephone/Fax etc.		1410		200	200			
“	Sundry (Advertisements etc.)		1410		3,000	3,000			
	SUBTOTAL		1410		190,808	190,808			
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: AR37P00450101 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
PHA-WIDE	Architect/Engineers Fees		1430		96,800	96,800			
“	Inspection Costs		1430		15,000	15,000			
“	Sundry Planning		1430		200	200			
	SUBTOTAL		1430		112,000	112,000			
PHA-WIDE	Non-Dwelling Structures		1470		20,000	10,000			
	SUBTOTAL		1470		20,000	10,000			
PHA-WIDE	Non-Dwelling Equipment		1475		20,000	10,000			
	SUBTOTAL		1475		20,000	10,000			
PHA-WIDE	Relocation Costs		1495		3,000	3,000			
	SUBTOTAL		1495		3,000	3,000			
PHA-WIDE	Contingency		1502		85,010	85,010			
	SUBTOTAL		1502		85,010	85,010			
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: AR37P00450101 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
AR4-01	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		74,699	74,699			
	SUBTOTAL AR4-01		1450		74,699	74,699			
AR4-03	Refurbish units (bathrooms, patch Ives Homes Paint, heat & A/C, kitchens, etc.)		1460	20	303,398	303,398			
	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		92,400	92,400			
	SUBTOTAL AR4-03				395,798	395,798			
AR4-06	Refurbish units (bathrooms, patch Ives Walk Paint, heat & A/C, kitchens, etc.)		1460	3	37,500	37,500			
	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		44,400	44,400			
	SUBTOTAL AR4-06				81,900	81,900			
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: AR37P00450101 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
AR4-05	Refurbish units (bathrooms, patch								
Hollinsworth	Paint, heat & A/C, kitchens, etc.)		1460	12	63,888	63,888			
Grove	Site Improvements (landscape,								
	sidewalks, lighting, utilities, etc.)		1450		45,000	45,000			
	Demolition		1485		0	10,000			
	SUBTOTAL AR4-05				108,888	118,888			
AR4-09	Replace/Repair Mech. Equipment		1460		200,000	200,000			
Parris Towers	Refurbish units (bathrooms, patch								
	Paint, heat & A/C, kitchens, etc.)		1460	20	100,000	100,000			
	Furniture-Lobby/Guard		1465.1		0	3,334			
	SUBTOTALS AR4-09				300,000	303,334			
AR4-10	Replace/Repair Mech. Equipment		1460		144,400	144,400			
Cumberland	Furniture-Lobby/Guard		1465.1		0	3,333			
Towers	SUBTOTAL AR4-10				144,400	147,733			
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program Grant No: AR37P00450101 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
AR4-11	Replace/Repair Mech. Equipment		1460		138,922	138,922			
Jesse Powell Towers	Furniture-Lobby/Guard		1465.1		0	3,333			
	SUBTOTAL AR4-11				138,922	142,255			
PHA-WIDE	SUBTOTAL		1460		988,108	988,108			
PHA-WIDE	SUBTOTAL		1450		256,499	256,499			
PHA-WIDE	SUBTOTAL		1465.1		0	10,000			
PHA-WIDE	SUBTOTAL		1485		0	10,000			
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date				
X L. Lee Jones 6/30/02					X				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program No: Replacement Housing Factor No:	Federal FY of Grant: 2001
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-WIDE 1408	09/30/03			09/30/04	09/30/05		
1410	09/30/03			09/30/04	09/30/05		
1430	09/30/03			09/30/04	09/30/05		
1470	09/30/03			09/30/04	09/30/05		
1475	09/30/03			09/30/04	09/30/05		
1495	09/30/03			09/30/04	09/30/05		
1502	09/30/03			09/30/04	09/30/05		
AR4-01 1450	09/30/03			09/30/04	09/30/05		
AR4-03 1460 & 50	09/30/03			09/30/04	09/30/05		
AR4-06 1460 & 50	09/30/03			09/30/04	09/30/05		
AR4-05 1460 & 50	09/30/03			09/30/04	09/30/05		
AR4-09 1460	09/30/03			09/30/04	09/30/05		
AR4-10 1460	09/30/03			09/30/04	09/30/05		
AR4-11 1460	09/30/03			09/30/04	09/30/05		

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	3,000	3,000		
18	1499 Development Activities		146,436		
19	1502 Contingency	65,010	65,010		
XX	Amount of Annual Grant: (sum of lines.....)	1,999,263	1,515,927		
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security – Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Signature of Executive Director and Date <div style="display: flex; justify-content: space-between; align-items: center;"> X L. Lee Jones 6/30/02 </div>	Signature of Public Housing Director/Office of Native American Programs Administrator and Date <div style="display: flex; justify-content: space-between; align-items: center;"> X </div>
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	Operations		1406		380,000	380,000			
	SUBTOTAL		1406		380,000	380,000			
PHA-WIDE	Computer Software		1408		25,000	25,000			
“	Consultant Fees		1408		143,710	143,710			
“	Resident Training		1408		15,000	15,000			
“	Maint. & Other Staff Training		1408		35,000	35,000			
	SUBTOTAL		1408		218,710	218,710			
PHA-WIDE	Tech. & Non-Tech. Salaries		1410		186,308	186,308			
“	Travel Related to CFP		1410		1,000	1,000			
“	Publications Related to CFP		1410		300	300			
“	Telephone/Fax etc.		1410		200	200			
“	Sundry (Advertisements etc.)		1410		3,000	3,000			
	SUBTOTAL		1410		190,808	190,808			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	Architect/Engineers Fees	1430		96,800	96,800			
“	Inspection Costs	1430		15,000	15,000			
“	Sundry Planning	1430		200	200			
	SUBTOTAL	1430		112,000	112,000			
PHA-WIDE	Non-Dwelling Structures	1470		10,000	10,000			
	SUBTOTAL	1470		10,000	10,000			
PHA-WIDE	Non-Dwelling Equipment	1475		10,000	10,000			
	SUBTOTAL	1475		10,000	10,000			
PHA-WIDE	Relocation Costs	1495		3,000	3,000			
	SUBTOTAL	1495		3,000	3,000			
PHA-WIDE	Contingency	1502		65,010	65,010			
	SUBTOTAL	1502		65,010	65,010			
PHA-WIDE	Site Acquisition	1440			49,964			
	SUBTOTAL	1440			49,964			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
AR4-01	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		74,699	27,000			
	Refurbish units (bathrooms, patch & paint, heat A/C, Kitchens, etc.)		1460			32,000			
	SUBTOTAL AR4-01				74,699	59,000			
AR4-03	Refurbish units (bathrooms, patch								
Ives Homes	Paint, heat & A/C, kitchens, etc.)		1460	7	227,549	28,000			
	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		92,400	27,000			
	Demolition		1485	3		2,500			
	SUBTOTAL AR4-03				319,949	57,500			
AR4-06	Refurbish units (bathrooms, patch								
Ives Walk	Paint, heat & A/C, kitchens, etc.)		1460	3	37,500	28,000			
	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		20,400	27,000			
	Demolition		1485	3		2,500			
	SUBTOTAL AR4-06				57,900	57,500			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
AR4-05	Refurbish units (bathrooms, patch								
Hollinsworth	Paint, heat & A/C, kitchens, etc.)		1460	6	31,944	28,000			
Grove	Site Improvements (landscape,								
	sidewalks, lighting, utilities, etc.)		1450		22,500	28,999			
	Demolition		1485		10,000	5,000			
	SUBTOTAL AR4-05				64,444	61,999			
AR4-09	Replace/Repair Mech. Equipment		1460		166,471	14,000			
Parris Towers	Refurbish units (bathrooms, patch								
	Paint, heat & A/C, kitchens, etc.)		1460	7	100,000	14,000			
	Guard/Reception Stations		1465.1		3,334	3,334			
	SUBTOTALS AR4-09				269,805	31,334			
AR4-10	Replace/Repair Mech. Equipment		1460		110,875	28,000			
Cumberland	Guard/Reception Stations		1465.1		3,333	3,333			
Towers	SUBTOTAL AR4-10				114,208	31,333			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
AR4-11	Replace/Repair Mech. Equipment		1460		105,397	28,000			
Jesse Powell Towers	Guard/Reception Stations		1465.1		3,333	3,333			
	SUBTOTAL AR4-11				108,730	31,333			
AR4-03 / 06	Development								
Ives and Ives Walk	Construct New Units		1499	14		146,436			
	SUBTOTAL		1499			146,436			
PHA-WIDE	SUBTOTAL		1460		779,736	200,000			
PHA-WIDE	SUBTOTAL		1450		209,999	109,999			
PHA-WIDE	SUBTOTAL		1465.1		10,000	10,000			
PHA-WIDE	SUBTOTAL		1485		10,000	10,000			

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program No: AR37P00450102 Replacement Housing Factor No:	Federal FY of Grant: 2002
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-WIDE 1406	09/30/04			09/30/05	09/30/06		
1408	09/30/04			09/30/05	09/30/06		
1410	09/30/04			09/30/05	09/30/06		
1430	09/30/04			09/30/05	09/30/06		
1440		09/30/04			09/30/06		
1470	09/30/04			09/30/05	09/30/06		
1475	09/30/04			09/30/05	09/30/06		
1495	09/30/04			09/30/05	09/30/06		
1499		09/30/04			09/30/06		
1502	09/30/04			09/30/05	09/30/06		
AR4-01 1450	09/30/04			09/30/05	09/30/06		
AR4-03 1460 & 50	09/30/04			09/30/05	09/30/06		
AR4-06 1460 & 50	09/30/04			09/30/05	09/30/06		
AR4-05 1460 & 50	09/30/04			09/30/05	09/30/06		
AR4-09 1460	09/30/04			09/30/05	09/30/06		
AR4-10 1460	09/30/04			09/30/05	09/30/06		
AR4-11 1460	09/30/04			09/30/05	09/30/06		

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	380,000			
3	1408 Management Improvements	155,146			
4	1410 Administration	190,808			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	112,000			
8	1440 Site Acquisition	49,964			
9	1450 Site Improvement	109,999			
10	1460 Dwelling Structures	200,000			
11	1465.1 Dwelling Equipment— Nonexpendable	10,000			
12	1470 Nondwelling Structures	10,000			
13	1475 Nondwelling Equipment	10,000			
14	1485 Demolition	10,000			
15	1490 Replacement Reserve				

Signature of Executive Director and Date <div style="text-align: center;"> X L. Lee Jones 6/30/02 </div>	Signature of Public Housing Director/Office of Native American Programs Administrator and Date <div style="text-align: center;"> X </div>
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**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	3,000			
18	1499 Development Activities	210,000			
19	1502 Contingency	65,010			
XX	Amount of Annual Grant: (sum of lines.....)	1,515,927			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security – Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Signature of Executive Director and Date <div style="display: flex; justify-content: space-between; align-items: center;"> X L. Lee Jones 6/30/02 </div>	Signature of Public Housing Director/Office of Native American Programs Administrator and Date <div style="display: flex; justify-content: space-between; align-items: center;"> X </div>
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	Operations		1406		380,000				
	SUBTOTAL		1406		380,000				
PHA-WIDE	Computer Software		1408		25,000				
“	Consultant Fees		1408		80,146				
“	Resident Training		1408		15,000				
“	Maint. & Other Staff Training		1408		35,000				
	SUBTOTAL		1408		155,146				
PHA-WIDE	Tech. & Non-Tech. Salaries		1410		186,308				
“	Travel Related to CFP		1410		1,000				
“	Publications Related to CFP		1410		300				
“	Telephone/Fax etc.		1410		200				
“	Sundry (Advertisements etc.)		1410		3,000				
	SUBTOTAL		1410		190,808				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	Architect/Engineers Fees	1430		96,800				
“	Inspection Costs	1430		15,000				
“	Sundry Planning	1430		200				
	SUBTOTAL	1430		112,000				
PHA-WIDE	Non-Dwelling Structures	1470		10,000				
	SUBTOTAL	1470		10,000				
PHA-WIDE	Non-Dwelling Equipment	1475		10,000				
	SUBTOTAL	1475		10,000				
PHA-WIDE	Relocation Costs	1495		3,000				
	SUBTOTAL	1495		3,000				
PHA-WIDE	Contingency	1502		65,010				
	SUBTOTAL	1502		65,010				
PHA-WIDE	Site Acquisition	1440		49,964				
	SUBTOTAL	1440		49,964				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
AR4-01	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		27,000				
Sunset Terrace	Refurbish units (bathrooms, patch & paint, heat A/C, Kitchens, etc.)		1460		32,000				
	SUBTOTAL AR4-01				59,000				
AR4-03	Refurbish units (bathrooms, patch								
Ives Homes	Paint, heat & A/C, kitchens, etc.)		1460	7	28,000				
	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		27,000				
	Demolition		1485	3	2,500				
	SUBTOTAL AR4-03				57,500				
AR4-06	Refurbish units (bathrooms, patch								
Ives Walk	Paint, heat & A/C, kitchens, etc.)		1460	3	28,000				
	Site Improvements (landscape, sidewalks, lighting, utilities, etc.)		1450		27,000				
	Demolition		1485	3	2,500				
	SUBTOTAL AR4-06				57,500				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
AR4-05	Refurbish units (bathrooms, patch								
Hollinsworth	Paint, heat & A/C, kitchens, etc.)		1460	6	28,000				
Grove	Site Improvements (landscape,								
	sidewalks, lighting, utilities, etc.)		1450		28,999				
	Demolition		1485		5,000				
	SUBTOTAL AR4-05				61,999				
AR4-09	Replace/Repair Mech. Equipment		1460		14,000				
Parris Towers	Refurbish units (bathrooms, patch								
	Paint, heat & A/C, kitchens, etc.)		1460	7	14,000				
	Guard/Reception Stations		1465.1		3,334				
	SUBTOTALS AR4-09				31,334				
AR4-10	Replace/Repair Mech. Equipment		1460		28,000				
Cumberland	Guard/Reception Stations		1465.1		3,333				
Towers	SUBTOTAL AR4-10				31,333				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part II: Supporting Pages**

PHA Name: Housing Authority of the City of Little Rock Arkansas	Grant Type and Number Capital Fund Program Grant No: AR37P00450103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
AR4-11	Replace/Repair Mech. Equipment		1460		28,000				
Jesse Powell Towers	Guard/Reception Stations		1465.1		3,333				
	SUBTOTAL AR4-11				31,333				
AR4-03 / 06	Development								
Ives and Ives Walk	Construct New Units		1499	5	210,000				
	SUBTOTAL		1499		210,000				
PHA-WIDE	SUBTOTAL		1460		200,000				
PHA-WIDE	SUBTOTAL		1450		109,999				
PHA-WIDE	SUBTOTAL		1465.1		10,000				
PHA-WIDE	SUBTOTAL		1485		10,000				

Signature of Executive Director and Date X L. Lee Jones 6/30/02	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF) Part III: Implementation
 Schedule**

PHA Name: Housing Authority of the City of Little Rock Arkansas		Grant Type and Number Capital Fund Program No: AR37P00450103 Replacement Housing Factor No:				Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-WIDE 1406	09/30/05			09/30/07			
1408	09/30/05			09/30/07			
1410	09/30/05			09/30/07			
1430	09/30/05			09/30/07			
1440	09/30/05			09/30/07			
1470	09/30/05			09/30/07			
1475	09/30/05			09/30/07			
1495	09/30/05			09/30/07			
1499	09/30/05			09/30/07			
1502	09/30/05			09/30/07			
AR4-01 1450	09/30/05			09/30/07			
AR4-03 1460 & 50	09/30/05			09/30/07			
AR4-06 1460 & 50	09/30/05			09/30/07			
AR4-05 1460 & 50	09/30/05			09/30/07			
AR4-09 1460	09/30/05			09/30/07			
AR4-10 1460	09/30/05			09/30/07			
AR4-11 1460	09/30/05			09/30/07			
Signature of Executive Director and Date					Signature of Public Housing Director/Office of Native American Programs Administrator and Date		
X L. Lee Jones 6/30/02					X		

Voluntary Conversion of Public Housing Developments

1. How many PHA’s developments are subject to the Required Initial Assessments? **Four general occupancy developments** (*Sunset Terrace, Ives Homes, Hollinsworth Grove and Madison Heights, Homes at Granite Mountain*)

2. How many of the PHA’s developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? **Three** (*Parris Towers, Cumberland Towers and Powell Towers*)

3. How many Assessments were conducted for the PHA’s covered developments? **Four**

4. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments: **NONE**

Development Name & Number	Exempted ?	Exemption Reason	Conversion Appropriate
AR004-001 Sunset Terrace	No	N/A	No
AR004-003 Ives Homes	No	N/A	No
AR004-005 Hollinsworth Grove	No	N/A	No
AR004-006 Ives Homes	No	N/A	No
AR004-009 Parris Towers	Yes	Elderly/Disabled	N/A
AR004-010 Cumberland Towers	Yes	Elderly/Disabled	N/A
AR004-011 Powell Towers	Yes	Elderly/Disabled	N/A
AR004-018 Madison Heights Phase I	Yes	N/A	No
AR004-019 Madison Heights Phase II	Yes	N/A	No
AR004-020 Homes at Granite Mountain	Yes	N/A	No

RASS Follow-Up Plan

THE PHA, IN RESPONSE TO THE RASS SCORING IS DEEPLY CONCERNED THAT ONLY ONE RESIDENT SATISFACTION SURVEY WAS MAILED TO PARRIS TOWERS, OUR LARGEST DEVELOPMENT.

CONTACT WAS MADE BY THE PHA TO THE REAC AND PIC STAFFS. THEY BLAMED EACH SERVICE PROVIDER FOR THE ERROR. BASED UPON THE INEQUITABLE RECEIVED RASS RESULTS, THE PHA IS SUBMITTING THE FOLLOWING.

Area #1: Communication

The PHA employs a variety of modes to communicate with residents. Each Site Coordinator is charged with producing and distributing a monthly site-specific newsletter. The Deputy Director produces a PHA-wide newsletter. Other print material is distributed to residents on a regular basis.

The PHA has worked aggressively to develop active resident councils at each site. The high-rise community Councils meet regularly with the PHA. They are active on the CFP Committee, Resident Advisory Board (RAB), and participate in monthly Board of Commissioners meetings.

In fiscal year 2003, the PHA will be developing a webpage and other mediums to increase communication with residents. We will also host more community fairs, informational functions and work closer with service providers to increase communication between PHA and residents.

Area #1: Safety

The PHA has worked diligently with the local police department and other law enforcement officials to secure PHA property. The PHDEP data indicates a significant decrease in the number of crimes in the City of Little Rock. We also collaborate with the City of Little Rock in employing three youth gang intervention specialist. Each of the specialist are seasoned in the field with a caseload of 20 plus young adults between the ages of 14 and 21.

The PHA will continue to work with law enforcement, utilize resident council meetings and activities to develop and implement strategies to increase safety in the developments.

Area #1: Neighborhood Appearance

All LRHA conventional developments are 37 to 50 years old and located in neighborhoods that have serious area/neighborhoods problems. The PHA employees pickup trash and litter on the grounds. Residents are made aware of the charges the PHA will assess for trash and debris found and attributed to them or their guest.

A site plan for landscaping and site design is being developed for Sunset Terrace. The PHA is considering submitting a HOPE VI Revitalization grant for Hollinsworth. The PHA will research other methods of increasing neighborhood appearance at each development

Statement of Progress in Meeting Five-year Plan Mission and Goals

Capital Program:

- Completed the demolition, deconstruction of the former Joseph A. Booker homes Site.
- Completed the installation of fire alarm systems at Powell Towers.
- Successfully completed construction and lease-up of Madison Heights Phase II and Homes at Granite Mountain.
- Successfully obligated the required CFP grants. Projects include: new carpet in common areas of high-rise developments, new tile in high-rise developments and new window blinds in each apartment.

Systems and Finance:

- Successfully established GAAP accounting practices.
- Established linkages to E-LOCCS and other on-line banking services

Property Management:

- Increased overall the RASS results in each category from the 1999 HUD assessed scores.
- Conducted outreach to the increasing Latino population.
- Expanded the number of community activities designed to improve the relationship between residents and the Authority.

Leased Housing:

- Increased the Voucher Payment Standard for 2 bedroom.
- Graduated three clients from the FSS program.
- Created new systems to more efficiently work with landlords, including landlord meeting and newsletter.

Management Improvements:

- Completed the reorganization of the warehouse / supply / Inventory Control of the PHA.
- Issued photo identification badges to residents and staff.

LRHA Pet Policy Basic Information

During LRHA FY2001, limited pet ownership was and will continue to be allowed in general occupancy developments, in accordance with §31 of the Housing Act of 1937, 42 USC §1437z-3, as amended by §526 of the 1998 Quality Housing and Work Responsibility Act (PL 105-276).

LRHA staff will continue to make reasonable accommodations for disabled residents as required by law.

In summary, LRHA will allow residents to responsibly own either one (1) warm blooded, common household pet animal at any time, one 10 gallon fish tank or one cage with up to 2 birds. Visiting guests with pets will not be allowed. Additional pets found in the premises will be removed at the owner's expense. Each resident must register his/her pet with the Authority **BEFORE** it is brought onto the Authority premises, and must update the registration annually at the annual re-examination of income.

The animal must be certified by a licensed veterinarian to be in good health, not abused, inoculated as required by the local health ordinances, not exceed a maximum weight of 25 lbs., nor 18 inches in height when full-grown. Pets must be spayed or neutered. Each family will pay a one-time nonrefundable fee to the Authority of \$100 per bedroom. A security deposit of \$150.00 is also required.

Pets owned by residents prior to LRHA's new policy will be allowed to remain, though as animals die or leave the dwelling they may not be replaced until the household reaches a one pet status. Current animals must meet all the previously stated conditions.

All residents will be required to annually register their animals with the Authority and to provide proof of complying with any license requirement provided under local law irrespective of the date when the animal was first acquired.

Notwithstanding any of the previous statements, the Authority continues to bar any animal that is not domesticated, that is wild or feral, that acts in a dangerous or threatening manner or which is determined to be a nuisance.

COMMUNITY SERVICE/SELF SUFFICIENCY POLICY

In accordance with HUD directives, the PHA ceased the implementation of the Community Service Requirements at all sites, except Madison heights Phase I, Madison Heights Phase II, and Homes and Granite Mountain. These sites are mixed finance developments and fall within the specified requirements.

Congress has not completed consideration of the FY 2003 Appropriations Bill, which contains language that may reinstitute this requirement for all families. Should the regulations change the PHA will act accordingly

MADISON HEIGHTS AND HOMES AT GRANITE MOUNTAIN FAMILIES

Each family has and will be given a written description of the service requirement as well as information on how to claim an exemption. The policy requires that all non-exempt public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease and in the PHA's ACOP. Family obligations, PHA obligations and noncompliance with service requirements are included in the policy. We also attach a list of potential volunteer agencies. The PHA will administer the program. We are entering agreements with DHS to share cooperatively information regarding tenants.

Community Service - volunteer work which includes, but is not limited to: work at a local school, hospital, recreation center, senior center or child care center; work at the Authority to help with children's programs; work at the Authority to help with senior programs; helping neighborhood groups with special projects; working through resident organization to help other residents with problems; caring for the children of other residents so they may volunteer. **NOTE: Political activity is excluded. Self Sufficiency Activities** - activities that include, but are not limited to: Job training programs; GED classes; Substance abuse or mental health counseling; English proficiency or literacy (reading) classes; Budgeting and credit counseling; Any kind of class that helps a person toward economic independence

Requirements of the Program

- The eight (8) hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.
- At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
- Activities must be performed within the community and not outside the jurisdictional area of the Authority.
- Family obligations
- At lease execution or re-examination, all adult members (18 or older) of a public housing resident family must
- provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
- sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.
- At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months.

This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

- If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
- Change in exempt status: If, during the twelve (12) month period, (1) a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such. (2) If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.
- To the greatest extent possible and practicable, the Authority will provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement and / or provide in-house opportunities for volunteer work or self sufficiency programs.*)
- The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution
- The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.

Noncompliance of family member:

- At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
- If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
- If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
- The family may use the Authority's Grievance Procedure to protest the lease termination.