

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

Small PHA Plan Update
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: *Sioux Center Low Rent Housing Agency*

PHA Number: *IA011*

PHA Fiscal Year Beginning: (mm/yyyy) *04/2003*

PHA Plan Contact Information:

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Public Access to Information

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

- Main administrative office of the PHA
PHA development management offices

Display Locations For PHA Plans and Supporting Documents

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

- Main administrative office of the PHA
PHA development management offices
- Main administrative office of the local, county or State government -*City of Sioux Center*
 - Public library
 - PHA website
 - Other (list below)

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

- Main business office of the PHA
PHA development management offices
Other (list below)

PHA Programs Administered:

Public Housing and Section 8 Section 8 Only Public Housing Only

Small PHA Plan Update

Small PHA Plan Update

OMB Approval No: ~~H08750256~~ 2570256
Expires: 03/31/2002

**Annual PHA Plan
Fiscal Year 2002
[24 CFR Part 903.7]**

i. Table of Contents

Provide a table of contents for the Plan, including attachments, and a list of supporting documents available for public inspection. For 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. 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.	Contents Page #
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ii. Executive Summary

[24 CFR Part 903.7 9 (r)]

At PHA option, provide a brief overview of the information in the Annual Plan

The Sioux Center Low Rent Housing Agency has prepared the fourth Annual Agency Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD requirements and updates.

We have kept our following mission statement to guide the activities of the Sioux Center Low Rent Housing Agency.

The mission of the Sioux Center Low Rent Housing Agency is committed to excellence in our assisting of low-income families with drug free, safe, decent, and affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. It is our intent to provide opportunities and promote economic independence for our residents. We will create and maintain partnerships with our clients and appropriate community agencies in order to accomplish this mission.

In order to achieve this mission, we have updated the following goals and objectives as follows for the next five years. Progress statements have been added in bold print where goals and objectives have shown some achievement.

GOALS AND OBJECTIVES

- X PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - X Reduce public housing vacancies:
 - (2002) Have reduced the elderly vacancies throughout this past fiscal year from 8 vacancies on 4/01/01 to 2 vacancies on 11/01/01. This has been accomplished with the elderly conversion project.
 - (2003) Have reduced the elderly vacancies from 4 vacancies to 0 vacancies on 11/01/02 with the elderly conversion phase #2 project. All available units are currently leased.
 - X Leverage private or other public funds to create additional housing opportunities:
 - (2003) Encourage local economic development group to provide affordable houses.
 - X Acquire or build units or developments
 - *Improve/develop additional housing opportunities*
 - X Other (list below)
 - *Attempt to assist qualifying families to move from renting to homeownership by March 31, 2005.*
- X PHA Goal: Improve the quality of assisted housing
Objectives:

X Improve public housing management: (PHAS score)
- (2003) We have continually improved our overall PHAS score from 84.9% on 3/31/99 reporting period to 91% on 3/31/01 to 96% on 3/31/02.

___ Improve voucher management: (SEMAP score)

X Increase customer satisfaction:
- (2000) Installed new fridges, kitchen countertops, handicap stools in elderly units and installed energy efficient windows in family units.
- (2001) As a result of the 2000 PHAS Resident Service & Satisfaction Survey, we have done a follow-up plan in regards to the Safety Section. This involves implementation of the Neighborhood Watch Program by our local police and adding additional exterior lighting to the elderly project.
- (2002) As a result of the 2001 PHAS Resident Service & Satisfaction Survey, we have sent out survey letters requesting tenant input to better improve areas of communication. A letter from the local police department was included to inform tenants of the police protection, Neighborhood Watch Program, and the Dare program.

- (2003) Currently we are including a questionnaire/survey to each of our tenants upon final move-out on how our PHA can improve our services to our tenants.

___ Concentrate on efforts to improve specific management functions:

(list; e.g., public housing finance; voucher unit inspections)

X Renovate or modernize public housing units:
- (2002) Converted/remodeled 4 one-bedroom units to 2 two-bedroom units in elderly project this past year. Have received HUD approval to convert /remodel four one-bedroom elderly units in the summer 2002.
- (2003) Elderly conversion phase #2 was completed 9/07/02. The complete bathroom renovation and replacement of front and back doors has made a tremendous improvement for the elderly apartments. The family homes have had decks replaced with larger ones that require less maintenance.

___ Demolish or dispose of obsolete public housing:

___ Provide replacement public housing:

___ Provide replacement vouchers:

___ Other: (list below)

X PHA Goal: Increase assisted housing choices

Objectives:

- ___ Provide voucher mobility counseling:
- ___ Conduct outreach efforts to potential voucher landlords
- ___ Increase voucher payment standards
- ___ Implement voucher homeownership program:
- ___ Implement public housing or other homeownership programs:
- ___ Implement public housing site-based waiting lists:

Convert public housing to vouchers:

 X Other: (list below)

- *Continue existing public housing homeownership 5 (h) program.*

- (2003) At annual reviews, all family tenants are given an opportunity to purchase their existing rental dwelling structure when they meet all 5(h) program requirements.

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

 X PHA Goal: Provide an improved living environment

Objectives:

 X Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:

 X Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:

 Implement public housing security improvements:

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

 X Other: (list below)

 X *The Sioux Center Low Rent Housing Agency will advise residents of programs that encourage and enhance services to our residents by March 31, 2005.*

- (2001) Resident meetings are held with occasional mailing updates.

 X *The Sioux Center Low Rent Housing Agency shall have an effective, fully functioning Resident Advisory Board in our public housing developments by March 31, 2003.*

- (2001) We have a Resident Advisory Board which meets quarterly.

- (2003) Surveys are mailed annually to all tenants to express their interest and willingness to serve on the Resident Advisory Board.

 X *The Sioux Center Low Rent Housing Agency will continue to encourage families to voluntarily move from assisted to unassisted housing through the home ownership 5(h) program.*

- (2003) We have delayed interim recertifications until the annual review if the family or tenant report income increases in a timely manner. We do not include overtime income beyond 40 hours in rent calculation benefitting the tenant to increase their assets in hopes of becoming a homeowner.

 X *The Sioux Center Low Rent Housing Agency, working with its partners, will encourage its TANF residents to work or engage in a job training program by March 31, 2003.*

- (2001) The Community Service Requirement was implemented 04/01/01. The agreements with the PHA and the Dept. of Human Services and the PHA and the Community Education Agency have been completed.

- (2002) The Community Service requirement has been suspended until further notice from Congress effective 2/07/2002 by board resolution.

- (2003) Community Service requirement remains suspended until a FY03 appropriations bill is passed. The continuing resolution (CR) enacted on 9/27/02 which relieves administration of the community service provision is in effect for the time being.
- X *The Sioux Center Low Rent Housing Agency shall encourage all family residents to have all school age children regularly attend school.*
- (2003) All family residents have an opportunity to send their children to private or public schools within our community.

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

X **PHA Goal: Promote self-sufficiency and asset development of assisted households**

Objectives:

- X _____ **Increase the number and percentage of employed persons in assisted families:**
 - *Encourage TANF residents to work or engage in a job training program.*
 - (2001) This will be encouraged through the Community Service effective 4/01/01.
 - (2002) We will continue to encourage participation in community service on a voluntary basis due to the suspension of its enforcement.
- X _____ **Provide or attract supportive services to improve assistance recipients' employability:**
 - *Advise residents of programs that encourage and enhance services to our residents by March 31, 2005.*
 - (2003) Advise residents of local jobs posted in businesses, newspapers, and other media. Job Service also has listed opportunities of available employment.
- _____ **Provide or attract supportive services to increase independence for the elderly or families with disabilities.**
- _____ **Other: (list below)**

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

X **PHA Goal: Ensure equal opportunity and affirmatively further fair housing**

Objectives:

- _____ **Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:**
- X _____ **Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:**
 - **Do not discriminate.**
 - (2003) Provide housing opportunities to both minority and non-minority individuals and families. Agency staff attend training on equal housing when

offered. Provide a professional office environment for all who walk through the door.

Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

X Other: (list below)

- *Ensure equal treatment of all applicants, residents, employees and vendors.*
- *Analyze and treat all applicants and residents in a fair and equal process.*
- (2003) Treat all applicants/tenants in a fair manner in all aspects of housing from application process to maintenance and upkeep of their dwelling structures. and privacy for all applicants and tenants.

the Respect

Other PHA Goals and Objectives: (list below)

X PHA Goal: *Enhance marketability and image of the PHA to be affordable housing.*

Objectives:

X *The Sioux Center Low Rent Housing Agency shall achieve a level of customer satisfaction that gives the agency the highest score possible in this element of the Public Housing Assessment System.*

- *We have improved our PHAS advisory score from 84.9% to 89.1% in fiscal year 1999 - 2000. PHAS scores for 2000-2001 has been improved to an advisory score of 91%.*
- (2003) Staff attends training to update their skills and knowledge as related to all aspects and issues of housing. Our final PHAS score for fiscal year 2001-2002 is 96% giving our agency a high performer status.

aspects 96% giving

X *By March 31, 2002, the Sioux Center Low Rent Housing Agency will attempt to have a waiting list of sufficient size so we can fill our public housing units within 14 days of them becoming vacant.*

- (2001) *The current housing market conditions have prohibited us from building our waiting list to a sufficient size.*
- (2003) Many elderly individuals do not seek housing until it is absolutely a necessity for them to leave their home because of health, etc. We are fully leased at this time and hope to continue to try to achieve a start of a waiting list for future openings.

necessity leased at this time list for future openings.

X *The Sioux Center Low Rent Housing Agency will continue to achieve proper curb appeal for its public housing developments by improving its landscaping, keeping its grass cut, and making the properties litter-free.*

- *We continue to encourage our family tenants to cut their grass and keep their properties neat.*
- *Our maintenance director continues to strive to update the elderly landscaping and keep the project in a well-groomed look.*

X *The Sioux Center Low Rent Housing Agency will continue to promote the agency through various media and posting of promotional items in public places. The Agency shall ensure that there are at least two positive stories or ads a year in the local media about the Housing Agency or one of its residents.*

- (2003) In August, 2001, and September, 2002, two successful open houses were held in regard to the elderly conversion projects and the unit improvements completed in 2002. Many positive remarks were made. Both of these opportunities allowed individuals to walk through the apartments for an up front look at the improvements. Opportunity was also given to sign up for future openings.

X *The Sioux Center Low Rent Housing Agency's leadership will inform the City Council and civic groups to explain how important public housing is to the community.*

- Our board chairman, Mr. Jim Harskamp, informs the City Council annually by giving a review and update of the public housing status in finance, management, physical, and residential areas.

Our Annual Plan is based on the premise that if we accomplish our goals and objectives we will be working towards the achievement of our mission statement.

The plans, statements, budget summary, policies, etc. set forth in the Annual Plan all lead towards the accomplishment of our goals and objectives. Taken as a whole, they outline a comprehensive approach towards our goals and objectives and are consistent with the Consolidated Plan. Here are just a few highlights of our Annual Plan:

- Supporting documents listed in the plan include but are not limited to an updated Admissions & Continued Occupancy Policy verifying preferences consistent with the plan, fair housing laws, the QHWRA legislation, and latest regulation on screening and eviction for drug abuse and other criminal activity.
- Maintaining partnerships with our clients and community services to encourage the participation in the Public Housing Resident Community Service in a truly voluntary manner due to the suspension of the 4/01/01 requirement. (FY2002 HUD Appropriations and FY2003 Appropriations Bill)
- Improve the quality of our housing and continue to reduce vacancies by means of converting a total of 8 one-bedroom elderly units into 4 two-bedroom elderly units in two phases. Capital funds were also used for additional improvements of doors, decks, etc. The housing improvements have been an enhancement for both the individuals residing in housing and the community.
- Our community continues to provide good schools, safe streets with a low crime rate, housing choices, employment and meaningful opportunities for self-sufficiency.
- All tenants are given a survey upon move-out. This allows the tenant to provide

feedback to the PHA addressing our strengths and weaknesses. We will strive to use these suggestions to strengthen the future housing opportunities for others in the years ahead.

In summary, we are on course to improve the condition of affordable housing in Sioux Center. We continue to strive to provide safe and decent housing to low-income families, a dignified environment for the elderly and the disabled, and opportunities for a better life for the tenant's future.

1. Summary of Policy or Program Changes for the Upcoming Year

In this section, briefly describe changes in policies or programs discussed in last year's PHA Plan that are not covered in other sections of this Update.

All changes are covered in other sections of the plan and as supporting or required documents.

2. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Yes No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$ 120,000

C. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

~~The Capital Fund Program 5-Year Action Plan~~
The Capital Fund Program 5-Year Action Plan is provided as Attachment
Attachment C (Capital Fund Program 5-year Action Plan)

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment
2003 - Federal FY 9/2001 & FY 9/2002 Performance & Evaluations are closed.

Attachment B

(Annual Statement/Performance & Evaluation Report - Federal FY 9/2003)

3. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Application: Section 8 only PHA or 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 next component ; if "yes", complete one activity description for each development.)

2. Activity Description

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition Disposition
3. Application status (select one) Approved Submitted, pending approval Planned application
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)
5. Number of units affected: 6. Coverage of action (select one) Part of the development Total development
7. Relocation resources (select all that apply) Section 8 for units Public housing for units Preference for admission to other public housing or section 8 Other housing for units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:

4. Voucher Homeownership Program

[24 CFR Part 903.7 9 (k)]

A. Yes X 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 next component; if "yes", describe each program using the table below (copy and complete questions for each program identified.)

B. Capacity of the PHA to Administer a Section 8 Homeownership Program

The PHA has demonstrated its capacity to administer the program by (select all that apply):

Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family's resources

Requiring that financing for purchase of a home under its section 8 homeownership 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

Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

5. Safety and Crime Prevention: PHDEP Plan

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

A. Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) PHDEP grant for the upcoming year? \$ N/A

C. Yes No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.

D. Yes No: The PHDEP Plan is attached at Attachment _____

6. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board (RAB) Recommendations and PHA Response

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

2. If yes, the comments are Attached at Attachment (File name) Listed Below
2002 Advisory board met on November 12, 2002.
2003 plan was reviewed.

The following topics were discussed and comments were made:

- 5-Year Plan / RAB wants to replace the project to varnish elderly woodwork and reface cabinets with replacement of elderly kitchen linoleum flooring for 2004.
- RAB was pleased with completion of elderly bathroom renovation and door replacement. Tenant majority are satisfied
- Review of 2002 Resident Assessment Survey results and 4 years of capital fund expenditures
- Increase in security deposits for elderly and family sites. Current deposits are not sufficient to cover damages when repairs are needed, outstanding rent, etc.

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

The PHA changed portions of the PHA Plan in response to comments

A list of these changes is included

Yes No: below or

Yes No: at the end of the RAB Comments in Attachment ____.

- X Considered all comments and have revised the year 2004 capital fund expenditures

An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment ____.

Other: (list below)

B. Statement of Consistency with the Consolidated Plan

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

1. ^{necessary} Consolidated Plan jurisdiction: (provide name here) *Sioux County CHAS (1990 Census) is comprised of a variety of housing need variables split by HUD defined income limits (30,50, and 80 percent of median income) and HUD specified household types. Most data were obtained at the jurisdiction level.*

State of Iowa / Consolidated Plan for 1995 Executive Summary

- 2000 Census Data is not yet available, therefore used same resources as last year. Standard Census 2000 data files and/or tabulations are anticipated to be completed in the fourth quarter of calendar year 2003.

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)

- X The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s. *Sioux County CHAS data (1990 Census)*

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

specific initiatives contained in the Consolidated Plan. (list such initiatives below)

Other: (list below)

- The PHA is committed to fair housing and providing affordable suitable housing in the

very-low, low, and low/moderate income range as cited as a need in our State Consolidated Plan. The Consolidated Plan presents priorities and strategies to address the State's needs for affordable housing.

- The PHA has consulted with the Northwest Iowa Planning & Development Commission during the development of this PHA plan. Awaiting completion of

Census

2002 data files.

3. PHA Requests for support from the Consolidated Plan Agency

Yes No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

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

- The State of Iowa Consolidated Plan for 1995 Executive Summary states their Vision for

Change. The State's overall goal is to develop viable communities by providing decent housing and suitable living environments and expanding economic opportunities, principally for persons with low and moderate incomes are to help meet the affordable housing needs of low-income Iowans.

- In the State of Iowa Consolidated Plan, the State does not directly operate public housing units. Therefore action in this area is not feasible and it is difficult to complete the Housing Needs chart in regard to the Iowa Consolidated Plan. The State Plan is not definitive enough for us to respond to this question. We used a chart from Sioux County CHAS to complete the required information for this Housing Needs chart.

- Per the Consolidated Plan, the primary need in Iowa is for affordable housing units. Per the 2002 Report of the Bipartisan Millennial Housing Commission, the most significant housing challenge is affordability. Our mission statement supports this need along with our goals and objectives as stated in our PHA plan. The State of Iowa works closely with the communities to educate people about affordable housing programs.

C. Criteria for Substantial Deviation and Significant Amendments

1. Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

Substantial deviations or significant amendments or modifications are defined as: Discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.

A. Substantial Deviation from the 5-year Plan:

We have amended our 5-year plan by transferring and adding some of the capital fund improvements into different year categories than originally stated in the first five year plan. Revisions were due to streamlining some smaller expenses into our regular operating budget and adding larger expenses after reevaluating our capital improvement needs assessment. These changes have been approved by our Board of Commissioners and the Resident Advisory Board.

B. Significant Amendment or Modification to the Annual Plan:

No significant amendments have been done to the annual plan after our full public hearing on 11/19/2002.

Attachment A
Supporting Documents Available for Review

PHAs are to 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	Related Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
N/A	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located 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/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers in Public Housing X check here if included in the public housing A&O Policy {Sec II (A) (3) (f)}	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies

Applicable & On Display	Supporting Document	Related Plan Component
X	Public housing rent determination policies, including the method for setting public housing flat rents X 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 X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
N/A	Section 8 rent determination (payment standard) policies 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	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary) Not required at this time	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
N/A	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
N/A	Any required policies governing any Section 8 special housing types check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures X check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
N/A	Section 8 informal review and hearing procedures check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants All current grants are completed	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved	Annual Plan: Capital

Applicable & On Display	Supporting Document	Related Plan Component
	or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing	Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
N/A	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
N/A	PHDEP-related documentation: <ul style="list-style-type: none"> • Baseline law enforcement services for public housing developments assisted under the PHDEP plan; • Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15); • Partnership agreements (indicating specific leveraged 	Annual Plan: Safety and Crime Prevention

Applicable & On Display	Supporting Document	Related Plan Component
	<p>support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;</p> <ul style="list-style-type: none"> • Coordination with other law enforcement efforts; • Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and • All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan. 	
X	<p>Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G)</p> <p>X check here if included in the public housing A & O Policy</p>	Pet Policy
X	<p>The results of 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</p>	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
N/A <i>Exempt</i>	<p>Other supporting documents (optional) (list individually; use as many lines as necessary)</p> <p>Resident Survey Follow-Up Action Plan Deconcentration & Income Mixing</p>	(specify as needed)

Small PHA Plan Update

ATTACHMENT B

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Sioux Center Low Rent Housing Agency		Grant Type and Number Capital Fund Program Grant No: IA05P011-- Replacement Housing Factor Grant No:			Federal FY of Grant: 09/2003
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> 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 Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$ 4,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$116,000			
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				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines.....)	\$120,000			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance	\$ 15,809			
	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	\$ 41,991			
	Collateralization Expenses or Debt Service				

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

PHA Name: Sioux Center Low Rent Housing Agency		Grant Type and Number Capital Fund Program Grant No: IA05P011-- Replacement Housing Factor Grant No:				Federal FY of Grant: 09/2003		
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
11-2; 11-5	Shingle 11 Family Dwellings		1460		\$37,000			
11-2; 11-5	Family Bathroom Sink Replacement(18)		1460		\$ 9,000			
11-2; 11-5	Family Kitchen Light Fixture Replacement (18 homes) x 2		1460		\$16,200			
11-1; 11-2	Balance/Elderly Bathroom Renovation		1460		\$15,809			
11-1; 11-2	Engineering Expense/Ceiling Fans & Vent Fans/Elderly		1430		\$ 4,000			
11-1	Elderly Kitchen Vent Fans (32)		1460		\$13,000			
11-1; 11-2	Elderly Living Room & Bedroom Light/Ceiling Fans (52 units x2)- (\$240ea)		1460		\$24,991			

ATTACHMENT C

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Sioux Center Low Rent Housing Agency					<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 3
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2004 PHA FY: 2004	Work Statement for Year 3 FFY Grant: 2005 PHA FY: 2005	Work Statement for Year 4 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 5 FFY Grant: 2007 PHA FY: 2007
11-1, 11-2	Annual Statement	\$47,000	\$50,000	\$ 1,600	\$14,800
11-2, 11-5		\$59,000	\$ 7,000	\$108,400	\$77,200
HA - wide		\$14,000	\$ 3,000		\$28,000
11-1			\$20,000	\$ 10,000	
11-2			\$40,000		
Total CFP Funds (Est.)		\$120,000	\$120,000	\$120,000	\$120,000
Total Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : <u>4</u> FFY Grant: 2006			Activities for Year: <u>5</u> FFY Grant: 2007		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
11-2; 11-5	Engineering/Family Concrete Drives	\$ 6,000	HA -wide	Copier Office Equipment Replacement	\$ 3,000
11-2, 11-5	Family Concrete Driveway Replacement (17)	\$68,000	11-1, 11-2	Elderly Water Softeners/Boilers (8 @ \$600)	\$ 4,800
11-2; 11-5	Family Sidewalk Replacement (18)	\$20,000	11-1, 11-2	Elderly Site Boiler Replacement	\$ 10,000
11-2; 11-5	Family Water Softener Replacement (18 @ \$800)	\$14,400	11-2; 11-5	Family Furnace Replacement (5)	\$15,700
11-1	Elderly Site Boiler Replacement (1)	\$10,000	HA -wide	Automotive Equipment (Pickup)	\$ 25,000
11-1; 11-2	Laundry Equipment (2 washers, 2 dryers)	\$ 1,600	11-2, 11-5	Seamless Gutters /Family Units (18)	\$ 36,000
			11-2, 11-5	Reshingle Family Homes (7)	\$ 21,000
			11-2, 11-5	Family Foyer Lighting	\$ 4,500

Total CFP Estimated Cost	\$120,000				\$120,000

PHA Public Housing Drug Elimination Program Plan

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

Section 1: General Information/History

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

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

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area. Unit count information should be consistent with that available in PIC.

PHDEP Target Area (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)

F. Duration of Program

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

12 Months
 18 Months
 24 Months

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an "x" by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. The Fund Balances should reflect the balance as of Date of Submission of the PHDEP Plan. The Grant Term End Date should include any HUD-approved extensions or waivers. For grant extensions received, place "GE" in column or "W" for waivers.

FY	Amount of Funding Received	Fund Balance	Anticipated Completion Date	Grant Term End Date

Fiscal Year of	PHDEP	Grant #	Fund Balance	Grant	Grant Start	Grant
FY 1996						
FY 1997						
FY 1998						
FY 1999						

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

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

B. PHDEP Budget Summary

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

FFY ____ PHDEP Budget Summary	
Budget Line Item	Total Funding
0110 - <i>Police Community Support Fund</i>	
0115 - <i>Special Initiative</i>	
0116 - <i>Gun Buyback TA Match</i>	
0120 - <i>Security Personnel</i>	
0130 - <i>Employment of Investigators</i>	
0140 - <i>Voluntary Tenant Patrol</i>	
0150 - <i>Physical Improvements</i>	
0160 - <i>Drug Prevention</i>	
0170 - <i>Drug Intervention</i>	
0180 - <i>Drug Treatment</i>	
0190 - <i>Other Program Costs</i>	
TOTAL PHDEP FUNDING	

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Total PHDEP Funding: \$

9110 - Reimbursement of Law Enforcement					Total PHDEP Funding: \$		
Tables for line items in which the PHA has no planned goals or activities may be deleted.							
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9115 - Special Initiative					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9116 - Gun Buyback TA Match					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHEDE P Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

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

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

9140 - Voluntary Tenant Patrol					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements					Total PHDEP Funding: \$		
Goal(s)							

Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

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

	Served						
1.							
2.							
3.							

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

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

Required Attachment _D_: Resident Member on the PHA Governing Board

1. Yes No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

Name of resident member(s) on the governing board:

How was the resident board member selected: (select one)?

Elected

Appointed

C. The term of appointment is (include the date term expires):

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis

the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board and residents of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.

Other (explain):

B. Date of next term expiration of a governing board member:

01/18/2004

Name and title of appointing official(s) for governing board (indicate appointing official for the next position):

Mr. Jim Harskamp, Chairman

Mr. Don Broek, Vice Chairman

Required Attachment __E__: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

2003 Resident Advisory Board consists of:

Henrietta Vanden Brink, 211 N Meadow Drive, Sioux Center, IA 51250	712/722-1450
Nelle Thompson, 213 North Meadow Drive, Sioux Center, IA 51250	712/722-3351
Bob Schouten, 218 North Meadow Drive, Sioux Center, IA 51250	712/722-3067
Art Klein, 227 North Meadow Drive, Sioux Center, IA 51250	N/A
Ida Storer, 239 North Meadow Drive, Sioux Center, IA 51250	712/722-2523
Mary Evink, 259 North Meadow Drive, Sioux Center, IA 51250	712/722-0128

Required Attachment __F__: Voluntary Conversion Initial Assessments

a) How many of the PHA's developments are subject to the Required Initial Assessments?

Two

b) 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 occupancy projects)?

general

One -Elderly

c) How many Assessments were conducted for the PHA's covered developments?

Two

d) Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:

Development Name	Number of Units
N/A	N/A

NOTE:

The conversion of the developments would be inappropriate because removal of the developments would not meet the necessary conditions for voluntary conversion.

We feel conversion would adversely affect the availability of affordable housing in the community. We are a small PHA with only 18 family dwellings in two projects. Our market area within our community has little or no market units suitable or affordable for the Section 8 program. Public housing has worked and is accepted in our community as an affordable housing alternative for needy families.

We feel it would be more costly to operate a tenant-based assisted housing program versus public housing. Due to our small agency, it would require more office and maintenance staff. We feel this conversion is not feasible at this time.

e) If the PHA has not completed the Required Initial Assessments, describe the status of these assessments.

Our PHA has completed the Assessment as noted above in Item d.

SIoux CENTER
LOW RENT HOUSING AGENCY
(NEW HOMESTEAD)

510 NORTH MEADOW DRIVE
SIOUX CENTER, IOWA 51250

PUBLIC HOUSING ADMISSIONS
AND CONTINUED OCCUPANCY POLICY

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 updated regulations on screening and eviction for drug abuse and other criminal activity for admission to Public Housing and applicable sections of Title V of P.L. 105-276, the Quality Housing and Work Responsibility Act of 1998.

ADOPTED
December 10, 2002
Resolution H.A. #2002-08

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POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

I. GENERAL STATEMENT OF MISSION, NONDISCRIMINATION AND PRIVACY

A. MISSION STATEMENT:

The mission of the Sioux Center Low Rent Housing Agency (hereinafter referred to as the PHA or the Housing Authority) is committed to excellence in our assisting of low-income families with drug free, safe, decent, and affordable housing opportunities as they strive to achieve self sufficiency and improve the quality of their lives. It is our intent to provide opportunities and promote economic independence for our residents. We will create and maintain partnerships with our clients and appropriate community agencies in order to accomplish this mission.

B. FAIR HOUSING:

It is the policy of the Sioux Center Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Sioux Center Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

The PHA will not discriminate because of race, color, gender, religion, age, disability, national origin or familial status in the leasing, rental, or other disposition of housing or related facilities (including property) included in any housing development(s) under its jurisdiction covered by a contract for annual contribution under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

It is the policy of the PHA to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968, amended by the Community Development Act of 1974, Executive Order 11063, Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any other legislation protecting the individual rights of tenants, applicants, or staff, which may subsequently be enacted. (24 CFR 960.203)

The Housing Authority shall not automatically deny admission to any particular group or category of otherwise eligible families nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. All

criteria applied and information considered in administering this policy shall relate solely to the attributes and behavior of the individual members of the household.

The PHA is committed to identifying and eliminating situations which create barriers to equal housing for all. In accordance with Section 504, the PHA will make such procedural, administrative, locational, or physical changes as will reasonably accommodate persons with disability.

C. REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Sioux Center Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability.

Generally the individual knows best what it is they need; however, the Sioux Center Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Sioux Center Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Sioux Center Housing Authority's programs and services, the Sioux Center Housing Authority retains the right to select the most efficient or economic choice.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Sioux Center Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

All decisions granting or denying requests for reasonable accommodations will be in writing.

D. PRIVACY RIGHTS:

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. These state under what conditions HUD will release tenant information and include the Federal Privacy Act Statement.

It is also the policy of the PHA to guard the privacy of individuals in accordance with the Privacy Act of 1974, and to ensure the protection of individuals' records maintained by the PHA. Therefore, the Housing Authority shall not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, unless disclosure is authorized under Federal or State law or regulations. (Reference HUD Form 9886). This privacy policy in no way limits the PHA's ability to collect

such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy.

E. PURPOSE OF POLICY:

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

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 900.

F. PRIMARY RESPONSIBILITIES OF THE HOUSING AUTHORITY:

1. Informing eligible families of the availability of public housing assistance;
2. Receiving applications from families and determining their eligibility for assistance;
3. Verify income and other eligibility factors to calculate applicant's rent;
5. Approving leases;
6. Collecting rent on a monthly basis from tenants;
7. Annual re-examinations of income, family composition, and redetermination of rent;
8. Terminating leases and authorizing and processing evictions;
9. Ongoing maintenance and modernization of the public housing inventory; and;
10. Comply with HUD rules, ACO policy, and complete HUD forms.

G. OBJECTIVES: - The objectives of this policy are to:

1. Promote the overall goal of drug free, safe, decent, sanitary and affordable housing by :
 - a. Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility. This includes bringing higher income tenants into lower income public housing areas and bringing lower income tenants into higher income public housing areas, if feasible.
 - b. Insuring the fiscal stability of the Housing Authority.
 - c. Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to Housing Authority employees.
 - d. Insuring that Elderly families can live in public housing as long as they are able to live

independently and/or have someone to help them live independently as in the case of a live-in aid.

2. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing policies for the efficient and effective management of the Housing Authority inventory and staff.

H. **OUTREACH:** The Sioux Center Low Rent Housing Agency will publicize as much information as possible about availability and nature of the Public Housing Program for extremely low-income, very low and low-income families through local media (newspaper, radio, etc.) and by other suitable means. The Housing Authority will also try to utilize public service announcements. For those who call the PHA office, the staff may be available to convey essential information.

- The PHA may hold meetings with the Resident Advisory Board
- The PHA may sponsor “Open House” programs within the public housing community to attract potential tenants to view a public housing unit.
- The PHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

II. ELIGIBILITY FOR ADMISSION

A. Eligibility Criteria

It is the policy of the PHA to admit only eligible applicant families according to the following criteria:

1. Those who qualify as a family. A family consists of:: (See Appendix D-Glossary of Terms.) (24 CFR 5.403)
 - a. Two or more persons who have a stable family-type relationship and are related by blood, marriage, adoption, operation of law ; or
 - b. Elderly Person ; or
 - c. A single person who is:
 - 1) eligible by age, to receive an old age benefit under Title II of the Social Security Act, or
 - 2) disabled within the meaning of either Section 223 of the Social Security Act (42 U.S.C.423), or of Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (5)) , and of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, (For purposes of eligibility for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence or diagnosis of HIV positive.) or
 - 3) displaced by urban renewal or other governmental action, or
 - 4) the remaining adult member of a tenant family.
 - d. Near-elderly person (24 CFR 5.402).
(See Appendix D-Glossary of Terms.) (24 CFR 5.403)

2. **Head of Household must be 19 years of age or older or 18 years old and married (not common law) or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers).**
3. **Income Eligibility: Those whose annual income at the time of admission does not exceed the income limits as prescribed by HUD for Public Housing. (See Appendix A for Income Limits.) (24 CFR 5.609)**
 - a. **To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/01/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.**
 - b. **To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.**
 - c. **Income limits apply only at admission and are not applicable for continued occupancy.**
 - d. **A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Sioux Center Low Rent Housing Agency.**
 - e. **Income limit restrictions do not apply to families transferring within our Public Housing Program.**
 - f. **The Sioux Center Housing Authority may allow policy officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.**
 - g. **If there are no eligible families on the waiting list and the Sioux Center Low Rent Housing Agency advertised the availability of these units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.**
4. **Declaration of Citizenship: Those whose members are U.S. Citizens or noncitizens who have eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980. (24 CFR 5.500)**
5. **Social Security Number Documentation: Those whose members age 6 or older have been issued a Social Security Number (SSN) and have disclosed it to the satisfaction of the PHA. Where a SSN has not been assigned, certification to that effect must be executed. (24 CFR Subpart B)**

6. Signing Consent Forms

- a. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.**
- b. The consent form must contain, at a minimum, the following:**
 - 1. A provision authorizing HUD or the Sioux Center Low Rent Housing Agency to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;**
 - 2. A provision authorizing HUD or the Sioux Center Low Rent Housing Agency to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;**
 - 3. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and**
 - 4. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.**
- 7. Those whose household composition is appropriate for the unit sizes available in the PHA developments in accordance with the occupancy standards outlined herein.**
- 8. Those who do not maintain another residence in addition to the PHA unit.**
- 9. Those whose members have not committed fraud in connection with any Federal Housing Assistance program.**
- 10. Those whose members have not been evicted from public housing, Indian Housing, Section 23, Section 8, or any federally assisted housing program because of drug-related criminal activity involving the personal use or possession for personal use for a three-year period beginning the date of the eviction.**
- 11. Those whose members have not been evicted from public housing, Indian Housing, Section 23, or any Section 8 program because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802 for a five-year period beginning the date of eviction**
- 12. Those whose members have not been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.**
- 13. Those whose members who are not currently engaging in or have not engaged in the following in the past three years: a) drug-related criminal activity including illegal use of a**

drug, b) violent criminal activity, c) other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or d) other criminal activity that would threaten the health or safety of the PHA or any employee, contractor, subcontractor, or agent of the PHA.

14. Those whose members are not subject to a lifetime registration requirement under a State sex offender registration program.
15. Those whose members do not abuse or show patterns of abuse of alcohol.
16. Those who meet or exceed the tenant selection criteria outlined in this Policy.

B. Eligibility Restrictions Regarding Noncitizens

1. As required by HUD (24 CFR 5 subpart E), eligibility for assistance or continued assistance under a Section 214 program, such as public housing, is contingent upon a family's submission of documentation either declaring U.S. citizenship or eligible immigration status or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam. The PHA requires both current tenants and applicants to submit the required citizenship or eligible immigration documentation for every household member in order to receive or continue to receive housing assistance. Documentation is required of all new admissions at the time an application is processed by the Housing Authority. Any current tenant who has not already provided documentation will be required to document citizenship or immigration status at the next reexamination. It is necessary to provide this information only one time for each family member during continued occupancy at the PHA. Whenever a new family member is added, documentation must be provided before the new member can be added to the lease.

2. Proof of citizenship will take the following form:

2. For families claiming U.S. citizenship, each applicant or tenant family member will sign the citizenship declaration form and present appropriate documentation (such as U.S. passport, resident alien card, social security card, birth certificate, military ID, or military DD 214 form, or other appropriate documentation), which will become a permanent part of the tenant file. Adults will be required to sign on behalf of all children under the age of eighteen years.

b. Noncitizens age 62 years or older who are current tenants or applicants will be required to sign a declaration of eligible immigration status and proof of age.

c. Tenants and applicants who are noncitizens declaring eligible immigration status must:

1. sign a declaration of eligible immigration status;
2. provide the original required U.S. Immigration and Naturalization Service documents, such as Alien Registration Receipt Card, Arrival/Departure Record, Temporary Resident Card, Immigration and Naturalization Service (INS) receipt in the event of any lost or missing cards listed above; The PHA will make a copy of the individual's INS documentation and place the copy in the file and also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the PHA will mail information to the INS in order that a manual check can be made of INS records.; and
3. sign a verification consent form.

The PHA has the right to deny, terminate or adjust housing assistance if members of any household are found to be noncitizens with ineligible immigration status; however, this determination will not take place until all appeal rights requested have been exercised by the household. The PHA may grant time extensions to provide appropriate information, provided that the household shows a diligent effort in obtaining immigration status documents.

3. The PHA may not make assistance available to a family applying for assistance until at least the eligibility of one family member has been established, and assistance must be prorated based on the number of individuals in the family for whom eligibility has been affirmatively established.

4. The PHA may not delay, deny, reduce or terminate eligibility of an individual for assistance on the basis of the immigration status of the individual. The family will not be penalized for delays on the part of those entities which must verify eligible immigration status, except to the extent that the delay is caused by the family.

5. All continued assistance provided to an eligible mixed family after November 29, 1996 will be prorated based on the percentage of family members that are eligible for assistance.

6. The PHA is required to evict and suspend assistance to a family for a period of at least 24 months upon determining that the family has knowingly permitted an ineligible individual to reside on a permanent basis in the family's unit. This provision does not apply if the ineligible individual has already been considered in calculating any proration of assistance for the family.

7. If the PHA discovers that citizenship information provided is expired, fraudulent, or otherwise invalid, it will notify the family or individual of the results of these findings. The family or individual will then have 30 days from the date of the notification to file an appeal with the INS to correct the problem. The family or individual must provide the Housing Authority a copy of the appeal request to the INS, which will become a permanent item in the tenant file. The PHA can extend this 30 day appeal period at its sole discretion if good cause is found.

8. Any applicant or resident family affected by these provisions has the right to a formal appeal provided the family notifies the PHA within 30 days of the action or decision the family wishes to appeal. All appeals will be conducted in accordance with the provisions of the PHA's Grievance Procedure.

9. In accordance with Federal rules, mixed families who were living in the PHA's units on June 19, 1995, are permitted to receive continued assistance provided that either the head of household or spouse have eligible immigration status and any ineligible family members are either the head, spouse, parents, or children of the head or spouse.

10. Families who were living in units operated by the PHA on June 19, 1995 but became ineligible for housing assistance because there are no family members with eligible immigration status may be given a temporary deferral of assistance to transfer to other housing at the discretion of the Housing Authority. If the temporary assistance is provided, it will be offered in six month increments and never for longer than a total of 18 months. The maximum period for deferrals granted prior to November 29, 1996 will be three years.

11. Families that no longer qualify for housing assistance due to their citizenship status may apply for prorated assistance to decrease the level of housing assistance provided to the household based on the ratio of eligible and ineligible persons in the household. The family members must be listed on a statement of noneligible members and the list must be signed by the head of the household.

12. Rental housing assistance is prohibited to noncitizen students on student visas and their families, though in the country legally. None of the provisions of the rules related to prorated assistance, continued

assistance, or temporary deferral of termination of assistance applies to noncitizen students. This prohibition does not include citizen spouses and their children.

C. Ineligibility Because of Prior Eviction for Drug-Related Activity

1. Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession of a drug with intent to manufacture, sell, distribute or use a controlled substance. Pursuant to federal law, persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing at the PHA. (See Sec.II -A-10 thru A-13)
2. The PHA will waive this restriction if the applicant can demonstrate to the satisfaction of the PHA that:
 - a. the person successfully completed a supervised drug or alcohol rehabilitation program such as at Keystone Treatment Center at Canton, S.D., New Life Treatment Center at Woodstock, MN, or an equivalent comparable program approved by the PHA, and
 - b. the person has submitted a certification or release form that she or he is not currently engaged in and has not engaged in criminal activity during the past three years providing supporting information from sources such as: probation officer, a landlord, neighbors, social service agency workers, and criminal records, which the PHA has verified.
 - c. the circumstance(s) leading to the eviction no longer exists. For example, the criminal household person has died, is imprisoned, or is no longer part of the household determined with proper address verification.
3. It is the policy of the PHA to submit a request for information and a copy of the signed consent form to a drug abuse treatment facility only for a proposed household member whose criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission; or whose prior tenancy record indicates that the person engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of other residents.

4. Records Management of Drug Abuse Treatment Facility Information.

Any information which the Housing Authority receives from the facility about a person is :

a. maintained confidentially in accordance with section 543 of the Public Health Service Act (12 U.S.C. 290dd-2)

b. is not misused or improperly disseminated,

c. is destroyed, as applicable

- not later than 5 business days after the Housing Authority makes a final decision to admit the person; or

-if the Housing Authority denies the admission of such person as a household member, in a timely manner after the date on which the statute of limitations for the commencement of a civil action based on that denial has expired.

D. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide (24 CFR 5.403(b))

Some applicants and tenants who would not otherwise be able to fully discharge the responsibilities of tenancy may be able to do so with the assistance of a live-in aide residing in the unit. When an applicant or tenant can provide documentation to the satisfaction of the Housing Authority that a live-in aide is required and available, the following provisions shall apply:

1. The live-in aide must submit information as requested and be reviewed by applications staff for eligibility under the Tenant Selection Criteria of this policy. If the PHA determines an individual proposed as a live-in aide to be ineligible, the tenant or applicant may propose an alternate live-in aide for screening or may appeal the PHA's determination as provided in the Informal Review Procedure (Appendix C).

2. Unit Size Consideration. The applicant or tenant and the live-in aide may each be allocated a separate bedroom.

3. The primary tenant is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the household.

4. The live-in aide does not have rights to continue in occupancy as a remaining member of a household.

E. Verification and Documentation

1. General Requirements. The burden is on the applicant to demonstrate to the satisfaction of the PHA that the applicant family is:
 - a. Willing to reliably discharge the financial obligations of renting a unit; and
 - b. Willing to maintain the unit in a healthy, safe and secure condition; and
 - c. Willing to live peaceably with neighbors in a residential community; and
 - d. Willing to accept and abide by the terms of the lease agreement, attachments, addenda and all house rules; and
 - e. Willing to provide the Housing Authority with accurate and complete information on the application form or any other form or document required to determine initial eligibility, preference status, and continued occupancy for public housing. Failure or refusal to comply or provision of falsified information is grounds for a determination of ineligibility and for termination of tenancy and eviction.

2. Documentation. The following information related to an applicant's potential future habits or practices will be used to determine if the applicant meets the PHA's selection criteria:

- a. The household's acceptable past performance history in meeting financial obligations, especially rent and utilities. Positive or neutral references from the current landlord and at least one prior landlord and neutral or better credit reports, together constitute adequate evidence that the applicant household meets this criteria.

In determining an applicant's ineligibility based on a previous history on non-payment of rent, the Housing Authority will consider whether:

- The applicant was residing in a substandard unit and was withholding rent payments pending repairs in a manner consistent with local ordinances; or
- The record of nonpayment or frequent late payment was due to the applicant being required to pay excessive rent relative to his/her income and the applicant

demonstrated responsible efforts to resolve the nonpayment problem.

- b. The applicant household does not have a record of disturbance of neighbors, incidents of disruptive conduct, or destruction of property. Acceptable landlord references and police and court record reports showing that no household member engages in these types of activities, together constitute adequate evidence that the household meets this criteria.
- c. The household does not have a record of living or housekeeping practices at prior residences which may adversely affect the health, safety or welfare of others, or cause damage to PHA property. Acceptable landlord references or satisfactory or better home visit rating constitute adequate evidence that the household meets this criteria.
- d. The household does not have a record of criminal activity or drug-related criminal activity on the part of any household member which would adversely affect the health, safety or right to peaceful enjoyment of the premises by others including residents; or which would threaten the health or safety of the PHA, any employee, contractor, subcontractor or agent of the PHA who is involved in the housing operations. This includes crimes of physical violence to persons and violence to property. The National Crime Information Center (NCIC), court, police record reports, and other law enforcement agencies showing that no household member has a record of such activity constitute adequate evidence that the household meets this criteria.

- The PHA may require an applicant to exclude a household member in order to be admitted to the housing program, where that household member has participated in or been culpable for actions that warrants denial.

- e. The household does not have any individual who is subject to a lifetime registration requirement under a state sex offender registration program. A check of necessary criminal history background in the State where the housing is located and in other States where household members are known to have resided of the State's lifetime sex offender registration programs showing that no adult household member, including live-in aides, engage in this type of activity will constitute adequate evidence that the household meets this criteria.

- f. There is no reasonable cause to believe that any member of the applicant household has exhibited a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol which interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants. Acceptable landlord references and court and police record reports showing that no household member has exhibited these patterns constitute adequate evidence that the household meets this criteria.

In evaluating applicant families under this criteria, the PHA will consider information and evidence which demonstrates to the satisfaction of the Housing Authority that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

- has successfully completed a supervised drug or alcohol rehabilitation program;
 - has otherwise been rehabilitated successfully; or
 - is satisfactorily participating in a supervised drug or alcohol rehabilitation program,
- as verified by the case manager of such program.

- g. The applicant or any member of the applicant household is not a former tenant of the PHA who had a record of lease violations or whose tenancy was terminated by the Housing Authority. No previous tenant may be readmitted unless all previous amounts owed have been paid; but payment of such debt does not necessarily entitle an applicant to eligibility under this section unless the PHA has agreed in writing to grant eligibility upon payment of amounts due.

- h. The household is willing to accept and comply with the terms of the lease agreement and other related documents. Acceptable landlord references or satisfactory or better home visit rating constitute adequate evidence that the household meets this test. In the absence of acceptable landlord references or home visit rating, a credible reference from the current housing provider, stating that the household is capable of complying with the terms of the lease agreement is acceptable.

- i. The household has not misrepresented or falsified any information related to eligibility, preference status, selection criteria, or income and has provided all information requested and required by the PHA. If at any time during the tenant selection process it is determined that the household has provided information which is false or misleading, or has failed to supply the PHA with

any information or documentation required, the applicant household will be considered to have failed this criteria. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.

Note: The above list is not intended to be all inclusive. Applicants may be denied admission if the PHA 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.

3. Verification Procedures. The PHA will use the following procedures to verify if the applicant meets the tenant selection criteria:

- a. References from Landlords and Prior Landlords. The PHA will obtain references from current and prior landlords, if any, and places great importance on the information obtained from these references as prior landlords have relationships with prospective tenants that are similar to the relationship to be established with the PHA.

The PHA will attempt to check court records for evidence of evictions or judgements against members of the household. References from landlords who are related by blood or marriage are generally considered to be insufficient. In addition, the PHA may schedule and perform a home visit and/or attempt to interview the current housing provider and others who are familiar with the behavior and abilities of household members.

- b. Home Visits. If the applicant is currently residing within the PHA's jurisdiction, the PHA staff may perform a home visit for applicants for whom landlord references of acceptable credibility and quality are not available. The purpose of the Home Visit is to obtain information to be used in determining whether the applicant household meets certain of the PHA's tenant selection criteria and will consider the following:

- (I). Condition of entrance ways, halls and yards.
- (ii). Cleanliness in each room used by the household, including rooms shared with other households, if applicable.
- (iii). General care of furniture, appliances, fixtures, windows, doors and cabinets.
- (iv). Evidence of destruction of property.

- (v). Evidence of unauthorized occupants.
- (vi). Evidence of criminal activity.
- (vii). Conditions inconsistent with the information supplied in any application or other document submitted by the household.

Applicants will be given at least two days' advance written notice of the home visit. If the results of the home visit indicate tenant-caused health or safety hazards, tenant-caused damages, or housekeeping practices leading to infestation by pests, the applicant household will be considered to have failed the PHA's tenant selection criteria.

- c. *Credit Reports.* The PHA will obtain credit reports on all adult family members to determine the household's history of meeting financial obligations, especially rent and utilities. Lack of credit history will not, in itself, cause an applicant to fail this criteria.
 - d. *Police and Court Records Check.* The PHA will check police (state or local law enforcement) and court records for all adult members of the applicant family for evidence of behavior including a criminal background check which is relevant to the tenant selection criteria outlined herein. Where the individual has lived outside the local area, the PHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).
4. *Sources of Information.* Sources of information that the PHA will use include but are not limited to:
- a. Members of the applicant household.
 - b. Present and prior landlords or housing providers.
 - c. Present and former neighbors.
 - d. Present and former employers.
 - e. Credit bureaus.
 - f. Landlord Record services, where applicable.
 - g. Social workers, child support officials, school officials, drug and alcohol treatment centers, clinics, health care providers and clergy.
 - h. Police departments, parole officers and court records.
 - i. Welfare Department, Internal Revenue Service.
 - j. Sex offender registration records including web site: www.iowasexoffender.com
5. The PHA staff will be the final judge of what constitutes adequate and credible information. If there are sufficient doubts with respect to the veracity, credibility, or

reliability of any information received, the PHA retains the right to pursue alternative sources of information until satisfied that the information received is the best available.

6. In the event that the PHA receives adverse and unfavorable information regarding an applicant household, consideration will be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct and that certain undesirable behavior will not be repeated.
7. The Housing Authority shall maintain a record of all applicants determined ineligible as a result of the failure to meet its Tenant Selection Criteria with an indication of the specific reason(s) for the determination of ineligibility.
8. Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

III. GROUND(S) FOR DENIAL OF ADMISSION

The Housing Authority is not required or obligated to assist applicants who:

1. Do not meet any one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process set forth in this policy;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have engaged in or threatened abusive or violent behavior towards any Sioux Center Housing Authority staff member or residents;
5. **Denied for life:** if any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, Section 8 assisted property; or on the premises of other federally assisted housing.
6. **Denied for life:** has a lifetime registration under a state sex offender registration program.

IV. APPLICATION FOR ADMISSION

A. New Homestead Application Intake Procedure

Families wishing to apply for the Public Housing program will be required to complete an application for housing assistance.

Applications will be received at the office of New Homestead at 510 North Meadow Drive, between 8:15 AM - 12:15 PM, Monday through Friday. Applications will be mailed to interested families upon request. A written completed application signed by the head of the family or a responsible member of the family will be accepted from each family seeking admission to low-rent housing owned or leased by this Authority. The information will be verified by the Housing Authority.

If bilingual language services are required, we will try to assist where we can. However, it is the responsibility of the applicant to provide their own translator.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Sioux Center Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf through our local library. The TDD telephone number is 712/722-2921.

B. Criteria for Placement & Organization of Waiting List

Applications are taken to compile a waiting list, which is always open. An applicant will be assigned to the appropriate waiting list according to the date and time that the application information was initially provided, the type and size of unit required, and local preferences claimed. When the waiting list is depleted, and units are available, the waiting list will be announced through the media stating that applications for public housing will be accepted. The announcement will state where, when, and how to apply. The applicant will be provided information on the housing program and its requirements.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list.

The PHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

C. Maintaining an Active List

The pool of active applicants will be kept current by requiring each applicant to inform the Housing Authority at least once annually of continued interest. The PHA will send an update letter to the applicant, requiring the applicant to submit a form indicating continued interest and any updated information, such as change of address or household information. Any applicant who fails to respond to a written request for information or a request to declare their continued interest in the program will be removed from the waiting list.

D. Responsibility to Report Changes

Applicants on the waiting list must also report to the Housing Authority any changes in income, preference status, family composition or address as they occur. Any such changes could affect the applicant's waiting list status or eligibility for housing. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.

E. Removal from the Waiting List

An applicant may withdraw an application at any time. A withdrawn application cannot be reactivated and the applicant who has withdrawn an application shall be required to reapply.

Any applicant removed from the waiting list by the PHA will be notified in writing of the reason(s) for which the application is being removed. Such notification shall inform the applicant of his/her right to an informal review of the determination and will be made part of the application record. The Housing Authority will provide the applicant, upon written request, within ten (10) days from the date of the notification, an opportunity for an informal review of the determination of removal from the waiting list.

F. Missed Appointments

The PHA will allow the family to reschedule for good cause. Only one opportunity will be given to reschedule with good

cause. When good cause exists for missing an appointment, the PHA will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

G. Record Keeping

The Housing Authority will keep a copy of each application received and maintained in a permanent file. For each applicant, the Housing Authority will document its determination that the applicant is eligible and meets admission standards, or is ineligible and does not meet admission standards, or is removed from the waiting list for any other reason. Any contacts between the PHA and the applicant will be documented in the applicant's file. The Housing Authority will also maintain a record of the dwelling unit offered to an eligible applicant, including the location, date, and circumstances of the offer and its acceptance or rejection. A copy of each application will become a part of a tenant's file during participation in the program. Inactive files will be maintained for a minimum of three years from the date of final action. Waiting list information will contain race or ethnic designation of head of household.

H. Eligibility Determinations

1. Applicants will be placed on the waiting list based on information provided on the application form. When Housing Authority staff estimate that a unit will be available within the next several months, applicants are invited to attend an interview, upon which the formal verification process of information provided and the tenant selection process will commence. If more than 90 days elapse between the date of the determination of the family's eligibility and the date the family is scheduled for admission, all eligibility factors are to be re-checked for changes prior to admission.

2. Verification of Eligibility and Preference Status. Each applicant household shall be required to provide all information and authorizations necessary to enable staff to verify the applicant's qualification for preference status, income eligibility, household composition and conformance to the Housing Authority's Tenant Selection Criteria.

a. Information may be required for any or all household members. Verification shall be from third party sources whenever possible. However, the applicant shall not be penalized either by denial of admission or by unreasonable delay of placement solely because third party sources have failed to respond to requests for

information. When the applicant and the PHA have made all reasonable efforts to obtain information and the third party source has failed to respond, the PHA shall proceed with the processing of the application using the best available information.

- b. Each applicant household shall have an interview with a member of the management staff. Every adult member of the applicant household should be present at the office visit except when there are extenuating circumstances.
3. The PHA shall require the applicant to:
 - Sign all forms necessary to determine eligibility and suitability;
 - Provide verification of income, assets, exclusions and deductions from income;
 - Provide verification of family size, age and relationship;
 - Disclose the Social Security Numbers of all family members six (6) years of age and older;
 - Provide citizenship information;
 - Provide the names and addresses of the applicant's current and at least one prior landlord, if applicable;
 - Provide the most recent six (6) month rent receipts where appropriate.
 - Provide any other information the PHA determines is necessary to determine eligibility for housing at the PHA.
 4. All verifications and documentation received by the PHA for use in the determination of eligibility for housing at the PHA will be analyzed by staff and a determination made with respect to:
 - Eligibility of the applicant family based on the requirements outlined in Section II of this Policy.
 - Unit size requirements.
 - Qualification of the applicant family with respect to the Tenant Selection Criteria outlined in Section V.
 5. Applicants determined to be ineligible for housing at the PHA will be promptly notified and will receive a Notice of Ineligibility from the Housing Authority stating the basis for this determination. (24 CFR 960.207) The PHA will provide such applicants with the opportunity for informal review of the decision in accordance with the HUD regulations and the procedure for informal hearing contained in Appendix B of this Policy.

6. Applicants determined to be qualified for housing at the PHA will be notified by the Housing Authority of the approximate date of occupancy insofar as that date can be reasonably determined. Every effort will be made by the PHA to make as accurate an estimate as possible; however, this does not mean that the applicant should be expected to be housed by that date as the availability of a suitable unit is contingent on factors not controlled by the PHA.
7. Disabled applicants who have been determined to be eligible but who fail the Tenant Selection Criteria will have their cases examined by the PHA to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the selection criteria outlined herein.
8. Changes in Unit Size Determination. If, during the final eligibility determination, or at any other time prior to placement, it is determined that the family composition has changed making the family eligible for a different size unit, the family's application shall be placed on the waiting list for the new unit size based on the original date of the family's pre-application.

V. SELECTION FROM THE WAITING LIST

A. Tenant Selection Criteria (24 CFR 960.205)

1. The applicant household must meet the Tenant Selection Criteria established by the PHA to protect the rights and needs of the public housing community for a decent, safe and livable environment. Tenants shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. The PHA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing project which fosters economic and social diversity in the tenant body as a whole. Solvency shall be our first consideration in application of the tenant selection and assignment plan. The Housing Authority shall select tenants in such a manner based on our local housing needs and priorities as:
 - a. For every fiscal year, the PHA shall support and strive to meet the goal of admitting forty percent of its new admissions for families whose incomes do not exceed thirty percent of the area median income. If no eligible families are available at the targeted income due to local economic conditions, we will admit others on the

waiting list at or below eighty percent of the area median to fill vacant units. In reaching the new admissions goals, the PHA will avoid concentrations of the most economically and socially deprived families in any one or all of the PHA's public housing projects.

- b. It is the PHA's policy to provide for deconcentration of poverty in our family developments and to encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we may skip families on the waiting list to reach other families with a lower or higher income. We will strive to accomplish this in as uniform and non-discriminating manner as possible. The PHA will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.
2. Applicants will be given local preference status who are otherwise eligible for assistance and who, at the time they are seeking housing assistance, are involuntarily displaced, living in substandard housing, paying more than 50 percent of family income for rent, or have residency in the Sioux Center municipality. Tenants will be selected from among applicants eligible for dwelling of given size and within such ranges of rent as may be established from time to time to ensure the financial solvency and stability of the program.
3. All otherwise eligible applicants with the same priority for admission will be assigned to the waiting list according to date and time of application, type and size of unit required, and local preference status determined as follows:

B. Local Preferences

1. A local preference will be granted to applicants who have met the eligibility requirements outlined in previous sections of this Policy and who, at the time of application for housing, certify that they meet the guidelines of the local preferences and qualify for one of the following:

a. Involuntarily Displaced

1. An applicant household qualifies as involuntarily displaced if:
 - The applicant has been involuntarily displaced and is not yet living in standard replacement housing.

Housing is not standard replacement housing if it is overcrowded or the family is not occupying pursuant to a lease or occupancy agreement; or

- The applicant will be involuntarily displaced within six months from the date of preference status certification or verification.

2. Involuntary displacement includes:

- Displacement because of fires, disasters and government actions;
- Action by a private owner that the tenant could not control or prevent (does not include a rent increase);
- Victims of actual or threatened domestic physical violence (applicant need not have moved out to qualify). The actual or threatened physical violence must have occurred recently or be of a continuous nature, and the family must certify that the person who engaged in violence will not reside in applicant household. Violation of this is grounds for eviction;
- Displacement to avoid reprisals when an applicant family has provided information on criminal activities to the police. The Authority may only grant this if a law enforcement agency carried out a threat assessment and recommends rehousing the family.
- Displacement due to hate crimes when applicants have been victims of a hate crime. Hate crimes are defined as actual or threatened physical violence that is based on a victim's race, color, religion, sex, national origin, handicap or familial status. The Authority must determine that this occurred recently or is of a recurring nature.
- Displacement by inaccessibility of unit which occurs when a member of the applicant family has an impairment which makes the person unable to use critical elements of the unit and the owner of the unit is not obligated to make the unit accessible.
- Displacement due to HUD disposition of a multifamily project.

3. Involuntary displacement does not include for-cause evictions or moving as the result of divorce or separation.

4. Verification Procedures for Involuntary Displacement

Involuntarily Displaced requires certification from a local government agency or the landlord that the family was displaced.

- For domestic violence, certification from the police, social service agency, court, clergy, physician or shelter may be used.
 - Applicants who receive this preference due to actual or threatened domestic physical violence are required to sign a statement certifying that the applicant agrees that the person who engaged in violence will not be allowed to reside in the household.
 - Displacement to avoid reprisals or because of a hate crime may be verified by a law enforcement agency.
 - To verify the inaccessibility of a unit, certification from a health care professional that a family member has a mobility or other impairment that makes critical elements of the current unit inaccessible may be required as well as a statement from the owner that he/she is not able or willing to make the unit accessible.
5. If a family was involuntarily displaced at the time it applied but has found standard replacement housing in the meantime, the family no longer qualifies for the preference.

If a family that was involuntarily displaced has temporarily moved in with others in an overcrowded unit, the family is still considered to be displaced.

- b. Substandard Housing

1. A housing unit is substandard for this purpose if it:
 - Is dilapidated;
 - Does not have operable indoor plumbing;
 - Does not have a useable flush toilet, bathtub or shower inside the unit for the exclusive use of the

family. The lack of any one of these qualifies the unit as substandard. However, substandard housing does not include boarding houses, SROs, or group homes (for example) intentionally designed with shared facilities;

- Does not have electricity, or has inadequate or unsafe electrical service;
- Does not have a safe or adequate source of heat;
- Should, but does not, have a kitchen; or
- Has been declared unfit for habitation by an agency of the government.

(NOTE: This definition of substandard housing does not include overcrowding.)

2. A housing unit is dilapidated if it:

- Does not provide safe and adequate shelter, and endangers the health, safety, or well-being of a family, or
- Has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding.
(The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.)

3. A homeless family is considered to be living in substandard housing. A homeless family is one that lacks a fixed, regular and adequate nighttime residence, and has a primary nighttime residence that is:

- A supervised publicly or privately operated shelter designed to provide temporary living accommodations and includes welfare hotels, congregate shelters and transitional housing;
- An institution that provides a temporary residence for individuals intended to be deinstitutionalized; or
- A public or private place not designed for, or ordinarily used for sleeping.

(NOTE: A homeless family does not include an individual imprisoned or otherwise detained by law.)

4. Verification Procedures for Substandard Housing

Substandard Housing may be verified with a certification from an agency of the local government or the applicant's landlord that the unit has one or more of the deficiencies listed. For the homeless, certification may be obtained from a public or private agency that provides shelter for homeless individuals or from the local police department.

c. Rent Burden (Paying in excess of 50 percent of their monthly income for rent for at least 90 days)

1. Paying More than 50% of Income for Rent and Utilities

- Applicants qualify for this preference if they are paying more than 50 percent of gross monthly income for rent and utilities and this situation has existed for at least 90 days. The definition of income is the one used to compute Total Tenant Payment (TTP). Rent is the amount due on a monthly basis to the family's current landlord under a lease or rental agreement. Payments made to the family from an energy assistance program must be subtracted from rent if this amount is excluded from income.
- For applicants who own a manufactured home, but rent the space for the home, rent includes rent for the space and debt service for the unit. For members of a cooperative it is the amount agreed upon between the members and the cooperative.
- A family does not qualify for this preference if the reason it is paying more than 50% of its income for housing is because HUD assistance was terminated for failure to comply with program requirements.

2. Procedures for Verification of Applicant's Income, Rent and Utilities Payments

- Third party verification for income must be obtained using the same rules used to determine eligibility.
- The amount being paid for rent may be verified from copies of the family's most recent rental receipts, cancelled checks, a copy of the family's current lease agreement, or by verification directly from the landlord.
- To verify utilities, the Authority may require the family to provide copies of appropriate bills or

receipts, or use the Section 8 Existing Housing Utility Allowance Schedule, whichever method the family chooses.

(d) Resident of Sioux Center Municipality

1. Applicants qualify for the residency preference if an adult family member is currently a resident of the Sioux Center municipality or needs to be for local job requirements.

2. Verification Procedures for Residency Preference

Residency preference may be verified with a certification from the post office, school system or local employer.

C. Other Criteria for Waiting List Selection

1. Consideration will be given according to the rent paying ability of the applicant as it relates to the solvency of the authority.
 2. The applicant's age or disability are considered. The 58 elderly units have been approved by HUD as being designated for elderly or persons with disabilities only. In filling vacancies in this development, first priority will be given to elderly or persons with disabilities in projects specifically built for Elderly families. If there are no eligible elderly families on the list, next priority will be given to the near-elderly. If there are no near-elderly, units will be offered to families who qualify for the appropriate bedroom size. In the converted two-bedroom units, priority will be given to two persons who qualify as a family (See Sec.II-A-1a). Using these priorities, families will be selected from the waiting list using the preferences as outlined above.
 3. The family size of the applicant is considered, as it relates to the units available (does not exceed occupancy standards), or they are presently residing in substandard housing.
2. Preclude admission to public housing to those applicants whose habits and practices may be expected to have a detrimental effect on the tenants, the physical environment of the development, or the financial stability of the projects.

D. Certification and Verification of Preference Qualification

1. At the time of application, information about the preference categories and a certification form will be made available to each applicant. Each applicant will be asked to sign the certification form attesting to the preference categories for which the applicant believes the household to be eligible. The application will be placed on the waiting list based on the preferences claimed in the applicant's preference certification.
2. When the applicant is called in for eligibility determination (see Section IV,H, Eligibility Determinations) the applicant's preference qualifications will be verified. If qualification for preference cannot be verified, the application will be returned to the waiting list according to the original date and time of the application but without preference status.
3. If it is determined that an applicant does not meet the criteria to qualify for preference status, the PHA shall provide written notice of that determination stating the reason of the determination and informing the applicant of his/her right to request a meeting to review the determination with a representative of the PHA. Requests to review a denial of preference status must be made within 30 days of the date the written notice informing the applicant of the denial was mailed.

E. Offer of a Unit

When the Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal. The verified eligible applicant shall be offered a dwelling unit in accordance with the following plan:

1. If at the time the eligible applicant comes to the top of the waiting list, the PHA will offer the first suitable vacant unit available for occupancy either orally or by telephone and give the applicant an opportunity to view the unit. If the offer is rejected, the applicant's name goes to the last place on the eligible applicant waiting list. An applicant must respond to, and accept or reject the offer within five (5) business days from the date the offer is made. If an applicant does not respond within five (5) business days, the application shall be deemed withdrawn and the applicant shall be required to reapply.

2. If in making the offer to the family the Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not otherwise be penalized.
3. For purposes of this policy, the applicant will not be considered to have been offered a unit if he/she provides clear evidence to the satisfaction of the PHA that one of the following circumstances apply:
 - a. The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily.
 - b. The unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's child(ren) under seven years of age to lead-based paint poisoning.
 - c. The applicant is unable to move at the time of the offer because of serious and unusual circumstances which are beyond the applicant's control, and the applicant presents clear evidence which substantiates this to the PHA's satisfaction. Examples:
 - A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
 - A court verifies that the applicant is serving on a jury which has been sequestered.
 - d. Accepting the offer would result in undue hardship to the applicant not related to consideration of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this undue hardship to the PHA's satisfaction.
3. If an applicant fails to keep a scheduled appointment to view a unit offered for occupancy or fails to respond to written correspondence from the Housing Authority, for other than a justifiable reason, such failure shall result in removal from the waiting list. The person may reapply at a time that applications are being accepted.
4. An applicant pending a fraud investigation by any government agency will be by-passed on the waiting list until the applicant is either convicted or acquitted of fraud.

5. If an applicant has come to the top of the waiting list and rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected. If the applicant has come to the top of the waiting list three times and refused the unit offered each time, that person's name shall be removed from the waiting list. The applicant shall be notified in writing of this action. This policy may be waived if at least two of the refusals have been "allowable refusals". (See Section V, E (3) , Offer of a Unit).

VI. MISREPRESENTATION BY THE APPLICANT OR TENANT

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

VII. UNIT SIZE AND OCCUPANCY STANDARDS

- A. It is the policy of the PHA to ensure that the dwelling units are occupied by families of the appropriate size. The following chart outlines the allowable number of occupants per bedroom based on HUD guidelines:

<u>Min.</u>	<u>No. of Bedrooms</u>		<u>No. of Persons</u>	
		<u>Max.</u>		
	0		1	1
	1		1	2
	2		2	4
	3		3	6
	4		4	8
	5		8	10

- B. Dwelling units will be assigned so that it will not be necessary for persons of different generations or opposite sex (other than married husband and wife) to share a bedroom. Two children of the same sex may be required to share a bedroom regardless of age and children of the opposite sex may be required to share a bedroom if both are of very young age (under 5 years of age). Children shall generally not be required to share a bedroom with a parent; however, one very young child may share a bedroom with one parent if there are no larger units available for the family. Assignment will take into consideration households who share joint custody of any individual under the age of 18 at least 50% of the time. Foster children, children who are in the process of being adopted, or children who are temporarily away at school shall be considered in determining dwelling unit size. No unit assignments will be made which require use of the living room for sleeping.
- C. When making bedroom size determinations, a single individual with no other children who is pregnant at the time of application (proof may be required by a licensed physician) or who is in the process of securing legal custody of any individual under the age of 18, will be housed in a two bedroom unit. If the pregnancy is terminated or legal custody not granted, the applicant would no longer qualify for a two bedroom unit but would be considered for a one bedroom unit.
- D. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- E. The criteria and standards prescribed above apply to all families applying for housing at the PHA; however, reasonable exceptions to the standards listed above may be made in emergency situations, and in some cases, relationship, age, gender, health, or disability of family members may warrant assignment of a larger or smaller unit by the PHA staff or at the request of the applicant family. Written approval of such cases will be made by the Executive Director.
- F. Any applicant or tenant who requires a live-in aide (24 CFR 5.403(b)), who will be responsible for the essential care and well-being of a family member on a daily basis will be assigned a bedroom to accommodate this aide, provided that the applicant or tenant can show documentation to support the fact that the live-in aide would not be living in the unit except to provide necessary supportive services. A live-in aide will not be

listed on the lease and does not have rights to the unit for continued occupancy as a remaining family member.

G. Handicap Accessible Units

When an accessible unit becomes available, the PHA shall offer the unit in the following order:

1. To current PHA tenants who have a disability or handicap who would benefit from the unit's accessible feature(s), but whose current unit does not have such features. If there is more than one current tenant requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit.
2. To eligible and qualified households on the waiting list who have a disability or handicap who would benefit from the unit's accessibility features: (a) An accessible unit shall be offered first to households who qualify for a preference and who need the specific features of the available unit. (b) Thereafter, an accessible unit shall be offered to households on the waiting list who need the specific accessibility features, in order of application date, but who do not have a preference despite the presence on the waiting list of households with preferences and/or earlier application dates who do not require the specific accessibility features of the available unit.
3. To other eligible and qualified households on the waiting list without disabilities. In this case, the household must agree, in writing, to accept a transfer (at their own expense) to a non-accessible unit at the request of the Housing Authority if a family requiring an accessible feature applies at a future time. Any family required to transfer will be given a 30-day notice.

VIII. LEASE

A. Lease Execution

At admission, a lease, Addendum for Drug Free Housing, and Pet Agreement, if applicable, is to be entered into between the Housing Authority and each tenant family. The dwelling lease is to be kept current at all times and is to reflect rent being charged, and the conditions governing occupancy.

The applicant will be provided a copy of the lease, Addendum for Drug Free Housing, the Grievance Procedure, Pet Agreement (if applicable), Unit Inspection Report, utility charges, and

the current schedule of routine maintenance charges. These documents will be explained in detail. One executed copy of the lease will be furnished to the head of household and the PHA will retain the original executed lease in the tenant's file.

1. If, for any reason, any signer of the lease ceases to be a member of the tenant family, the lease will be cancelled, and a new lease and Addendum for Drug-Free Housing and Pet Agreement, if applicable, executed and signed by a remaining member of the family who qualifies and is determined to be eligible for continued occupancy by the PHA.
2. If a tenant family transfers to a different unit operated by the Housing Authority, the existing lease is to be cancelled and a new lease and Addendum for Drug Free Housing and Pet Agreement, if applicable, executed by the head of household and co-head, if one, for the dwelling unit into which the family is to move.
3. If at any time during the life of the lease, a change in the tenant's status results in the need for changing or amending any provision of the lease, or if the Housing Authority desires to waive any provisions with respect to the tenant, either:
 - The existing lease is to be cancelled and a new lease agreement executed; or
 - An appropriate amendment is to be prepared and made a part of the existing lease. The new lease amendment is to be made a part of the permanent tenant file. A lease amendment is to be attached to the existing lease, and must be signed by both the tenant and a Housing Authority representative.
4. Notices of Rent Adjustments which are issued to amend the dwelling lease rental amount are to be made a part of the existing lease, a part of the permanent tenant file, and must be signed only by the Housing Authority.

B. Security Deposits

1. A security deposit will be required for all tenants.
2. The security deposit is to be paid in full immediately upon execution of the lease, unless other arrangements have been made to pay the security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of

the PHA. Security deposits will be held on account by the Housing Authority, and will be returned to the tenant after move-out if the following conditions are met:

- The tenant gave notice of intent to vacate as required by the lease;
 - There is no unpaid rent or other charges for which the tenant is liable under the lease;
 - The apartment and all equipment are left clean, and all trash and debris have been removed by the family;
 - There is no breakage or damage beyond that expected from normal wear and tear;
 - There was proper notice given under the lease and all keys issued have been returned to the Housing Authority when the family vacates the unit; and
 - The vacating tenant provides a forwarding address or delivery instructions upon move-out.
3. If tenant charges are assessed, they will be deducted from the security deposit and the balance, if any, shall be returned to the tenant. The family will receive a written statement of why all or part of the security deposit is being kept.
4. The security deposit may not be used to pay charges during occupancy.
5. Pet security deposits shall be paid in accordance with the Housing Authority's Pet Policy.

C. Tenant Orientation

Eligible applicants selected for admission will be required to participate in an orientation program conducted by the PHA to acquaint new tenant families with the following policies and procedures: the Dwelling Lease, Drug-Free Housing Addendum; maintenance procedures; services provided by the PHA; resident initiative activities; grievance procedures; tenant rights, responsibilities and obligations, rent collection policy, and the operation of heating, cooling, and plumbing equipment in the units.

D. Dwelling Unit Inspection Policy

1. Preoccupancy or Move-In. Prior to occupancy, a PHA representative and an adult member of the tenant family will

inspect the premises. Both parties will sign a written statement of the condition of the unit. The PHA will furnish the tenant a written statement of the condition of the premises and the appliances provided in the dwelling unit. The original will be kept in the tenant's file and a copy given to the tenant family.

2. Annual. An inspection of each dwelling unit will be conducted on an annual basis to ensure that each unit meets or exceeds the Housing Quality Standards (HQS) or PHA's housing standards. A written statement of the verified conditions is mailed by letter to the tenant. Work orders will be submitted and completed to correct any deficiencies.
3. Preventative Maintenance Inspections. This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.
4. Special Inspections. Representative from the U.S. Department of Housing & Urban Development and/or other Government Officials visit the PHA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory.
5. Emergency Inspections. If any employee and/or agent of the PHA has reason to believe that an emergency exists within the housing unit, the unit can be entered **without** notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.
6. Move-Out. Immediately after a tenant moves out, a PHA representative will inspect the dwelling unit. The tenant is encouraged to participate in the move-out inspection, but must contact the management office prior to move-out to schedule a joint inspection. A written statement of the unit condition, and the provided appliances will be signed.
 - A statement of repair/replacement charges for tenant caused damages and charges for cleaning of the unit and appliances, if necessary will be furnished to the tenant and deducted from his/her security deposit if remittance is not made to the PHA.

7. The PHA, in its sole discretion, may randomly and periodically inspect units when it believes there are reasonable grounds for an inspection or to conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.
8. A copy of the move-in and/or move-out and housekeeping inspection reports will be kept in the tenant files.
9. System and annual unit inspections using Uniform Physical Conditions Standards (UPCS), Public Housing Assessment System (PHAS), and Preventive Maintenance (PM) work order forms will be kept in the unit maintenance file.
10. For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the PHA will give the tenant at least two (2) days notice.

E. Pet Policy

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Sioux Center Low Rent Housing Agency.

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

Residents must have the prior written approval of the Housing Authority by fully completing the Authorization for Pet Ownership Form before moving a pet into their unit. All pets must be registered with the Housing Authority. Residents must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time subject to the Housing Authority grievance procedures which shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy. These violations include if the animal becomes destructive or a nuisance to others, or if the resident/owner fails to comply with the following:

Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, the resident assumes full responsibility and liability for the pet and agrees to hold the Sioux Center Low Rent Housing Agency harmless from any claims caused by an action or inaction of the pet.

The Sioux Center Low Rent Housing Agency allows for pet ownership in projects or buildings designated for use as follows:

1. FAMILY UNIT PETS

- (a) Permitted pets within a dwelling unit are very small pets, under 3 pounds that are confined to a cage or an aquarium. Examples are small birds, gerbils, hamsters, fish, or turtle. A maximum number of two kinds of pets are allowed. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.
- (b) Permitted pets allowed outside of a dwelling unit will be pet rabbits confined to a cage. A maximum of one rabbit will be allowed per dwelling unit.
- (c) Dogs, cats, and/or pot-bellied pigs will not be allowed in or outside of family units.
- (d) Dangerous or venomous pets of any kind will not be allowed in or outside of family units.

2. ELDERLY UNIT PETS

- (a) A maximum number of one pet is allowed.
- (b) Permitted pets are domesticated dogs, cats, birds, and fish aquariums. Dogs' and cats' weight must be under 15 pounds.
- (c) In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Sioux Center Low Rent Housing Agency to attest to the inoculations of distemper and rabies boosters. Dogs are to be licensed yearly with the proper authorities. Cats are to be vaccinated yearly for distemper also.
- (d) No vicious or intimidating dogs are to be kept. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.
- (e) All cats and dogs must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact. If animals are not spayed and have offspring, the resident is in violation of this rule.
- (f) Dogs and cats are to remain inside a resident's unit or on a leash at all times when outside the unit. Birds must be confined to a cage at all times. Pet owners must clean up after their pets and are responsible for disposing of pet waste.
- (g) Residents owning cats shall maintain waterproof litter boxes for cat waste kept in resident's premises. Refuse and cat waste from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.
- (h) With the exception of assistive animals, no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office.
- (i) Pet bedding shall not be washed in any common laundry facilities.

3. GENERAL REGULATIONS

- (a) No pet may be kept in violation of humane or health laws.
- (b) Residents are responsible for promptly cleaning up pet droppings, if any, inside and outside of unit, and properly disposing of said droppings.
- (c) Resident shall take adequate precautions to eliminate and prevent any pet odors within or around the owner's unit and surrounding areas. Resident must maintain the pet and its living quarters in a sanitary condition at all times.
- (d) Resident shall not permit any disturbance by their pet which would interfere with the quiet enjoyment of other residents; whether by loud barking, howling, biting, scratching, chirping, or other such activities. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.
- (e) If pets are left unattended for twenty-four (24) hours or more and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and remove the uncared for pet and transfer it to the proper authorities at the total expense of the resident. The Housing Authority accepts no responsibility for the pet under such circumstances.
- (f) Residents shall not alter their unit, patio or unit area to create an enclosure for an animal. No outdoor cages may be constructed except for family rabbits.
- (g) Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any and all damages caused by the pet. Residents must take appropriate actions to protect their pets from fleas and ticks. Any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Sioux Center Housing Agency reserves the right to exterminate and charge the resident.
- (h) Residents are prohibited from feeding stray animals or have visiting pets. The feeding of stray animals shall constitute having a pet without permission of the Housing Authority.
- (i) Residents shall pay a non-refundable nominal fee of \$25 to cover the operating costs to the development related to the presence of pets.
- (j) Residents shall pay a pet damage deposit for each pet as follows: a dog - \$200; a cat - \$200; fish, small birds, rabbits, gerbils, turtle, etc. - no deposit. This deposit shall be paid by the resident in advance or on the acceptance of said pets and at the time of registering. This deposit is refundable less any amounts owed due to damage beyond normal wear and tear, as verified by the Housing Agency, after resident disposes of the pet/pets, or moves. This provision shall not apply for tenants with service or companion animals necessary as a reasonable accommodation with accordance with Section 7 of the dwelling lease.
- (k) The Housing Authority shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

- (l) In the event of illness or death of pet owner, or in the case of an emergency which should prevent the pet owner from properly caring for the pet, the Sioux Center Low Rent Housing Agency has permission to call the emergency caregiver designated by the resident or the local authority to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.
- (m) Pets cannot be kept, bred or used for any commercial purpose.
- (n) A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority, or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.
- (o) If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.
- (p) Residents who violate these rules and repeated substantiated complaints by neighbors or the Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance are subject to: (a) being required to remove his/her pet from the premises within 10 days of written notice from the Housing Authority; and/or (b) termination of his/her dwelling lease by eviction.

F. Rent, Other Charges, and Rent Adjustments

- 1. **Rent. Rent will be calculated using the method and income as determined by HUD regulations. At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount. To determine annual income, the Sioux Center Low Rent Housing Agency adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the PHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment**
 - a. **Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.**
 - b. **Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:**
 - 1) **The family's income has decreased.**
 - 2) **The family's circumstances have changed increasing their expenses for child care, medical care, etc.**
 - 3) **Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.**

2. **Paying Rent.** Rent is due and payable in advance of or on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. All rents should be paid at 510 North Meadow Drive, Sioux Center, IA. As a safety measure, no cash should be mailed as a rent payment. Cash payments must be made in person to an office staff member.

A \$5.00 fee may be charged when rent is not paid by the fifth day of the month, unless prior arrangements have been made. A charge of \$5.00 may also be assessed for personal checks returned for non-sufficient funds (NSF) or account closed as the rent will be considered unpaid when this situation happens.

3. **Income Method.** The total tenant payment is equal to the highest of:

- a. 10% of the family's monthly income;
- b. 30% of the family's adjusted monthly income; or
- c. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Appendix C - Annual Income 2 (n), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance or date of initial hire, 50% of the increased income shall be excluded from income.

48- The disallowance of increased income of an individual family member is limited to a lifetime month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

4. **Minimum Rent.** The Sioux Center Low Rent Housing Agency has set the minimum rent at \$50. If the family requests a hardship exemption, however, the Sioux Center Low Rent Housing Agency will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

a. A hardship exists in the following circumstances:

- 1) When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration

and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

- 2) When the family would be evicted because it is unable to pay the minimum rent;
 - 3) When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - 4) When a death has occurred in the family.
- b. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- c. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section VII, F10 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- d. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- e. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.
5. **Flat Rent.** The Sioux Center Low Rent Housing Agency has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Sioux Center Low Rent Housing Agency determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied, if necessary. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section IX,A2 (a)).

The Sioux Center Low Rent Housing Agency will post the flat rents at the PHA office. Flat rents are incorporated in this policy as approved by the Board of Commissioners as follows:

- a. Flat Rent of \$350 for elderly one-bedroom apartments and \$450 for elderly two-bedroom apartments has been adopted. Flat rents for family are: \$475 for two-bedroom; \$550 for three-bedroom, and \$625 for four-bedroom.

6. **Ceiling Rent.** The Sioux Center Low Rent Housing Agency has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be reevaluated annually and

the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Sioux Center Low Rent Housing Agency will post the ceiling rents at the PHA office. Ceiling rents are incorporated in this policy as approved by the Board of Commissioners.

a. Ceiling Rents - Ceiling Rent of \$350 for 58 elderly one-bedroom apartments and \$450 for 2 elderly two-bedroom apartments has been adopted. Family ceiling rents are \$475 for two-bedroom, \$550 for three-bedroom, and \$625 for four-bedroom dwellings. The ceiling rents reflect reasonable market value of the housing units.

7. **Excess Utility Consumption.** The Sioux Center Housing Authority shall establish an average utility consumption for all PHA-paid utilities. The average will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the average, the PHA will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

For Sioux Center Housing Authority paid utilities, the PHA will monitor the utility consumption of each household. Any consumption in excess of the average household utility consumption established by the PHA may be billed to the tenant monthly.

Families with high utility costs are encouraged to contact the Sioux Center Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of PHA purchased utilities in excess of the average household utility consumption may be granted by the PHA on reasonable grounds.

8. **Maintenance Charges.** Schedules of charges for maintenance repairs and other services shall be publicly posted in a conspicuous place in the management office and shall be furnished to applicants and tenants upon request. The Housing Authority will notify in writing tenants when such charges are assessed. These charges shall become due and payable fourteen (14) days after such notice has been given to the tenant. A copy of all work orders for tenant abuse are filed in the tenant file and unit maintenance file.
9. **Excess Utility Charges.** A schedule of charges for excess utilities shall be publicly posted in a conspicuous place in the complex office and shall be furnished to applicants and tenants upon request. The Housing Authority will notify tenants of these charges and they shall become due and payable fourteen (14) days after such notice has been given to the tenant.
10. **Late Charges.** A late charge of **\$5.00** may be charged to any tenant account in which rent is paid after 5 P.M. of the 5th calendar day of the month. The PHA may waive this late charge if the tenant can demonstrate past rental history is in good standing and made previous late rental arrangement to the satisfaction of the PHA.

11. **Retro Repayment Agreements.** When unreported income is discovered, PHA staff goes back to three years for correct income information. Any retro rent over \$100 is collectable and set up as a repayment agreement. Repayment agreements must be approved by the Executive Director. All repayment agreements must be in writing and signed by both parties. Failure to comply with the repayment agreement terms may subject the resident to eviction procedures.

A resident may not be given more than two repayment agreements in any 12 month period.

Repayment agreements are generally set up for one to four years per tenant financial situation.

12. **Receipt of a Letter or Notice from HUD concerning Income.** If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.

The Public Housing Manager shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

After the reconciliation is complete, the Sioux Center Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Sioux Center Housing Authority shall do one of the following:

- a. Immediately collect the back rent due to the agency;
- b. Establish a repayment plan for the resident to pay the sum due to the agency;
- c. Terminate the lease and evict for failure to report income; or
- d. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

13. **Cooperating with Welfare Agencies.** The Sioux Center Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- a. To target assistance, benefits and services to families receiving assistance in the public housing program to achieve self-sufficiency; and
- b. To provide written verification to the Sioux Center Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

IX. REEXAMINATION OF INCOME, ADJUSTMENTS AND FAMILY COMPOSITION

A. Annual Reexamination Procedures (24 CFR 960.209)

- 1. At least annually, the PHA will conduct a reexamination of family income, allowances and family circumstances. The results of the reexamination determine (1) the rent the family will pay, (2) eligibility for continued occupancy, and (3) whether the family is housed in the correct unit size. Re-examination dates will be February 1 for elderly and March 1 for family units with re-calculated rents effective April 1 and May 1, respectively.**
- 2. Each year in advance of the scheduled annual reexamination effective date, the Sioux Center Low Rent Housing Agency will send a notification letter to the family head of household and spouse letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. The opportunity to select the flat rent is available only at this time. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family must provide all specified information, sign the required forms, and can make their final decision regarding which rent method they will choose. The Sioux Center Low Rent Housing Agency may assist the family in identifying the rent method that would be most advantageous for the family. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.**

During the appointment, the Sioux Center Low Rent Housing Agency will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

In the event that a tenant fails to keep the scheduled reexamination appointment or promptly submit all necessary information, he/she shall be given ten (10) days from the date of written notification to provide the PHA with the required information.

In the event the tenant refuses to participate in the interview or to provide information required by the PHA, the Housing Authority may terminate the tenant from the program.

- a. Flat Rents. The annual letter to flat rent payers regarding the reexamination process will state the following:**
 - 1) Each year at the time of the annual reexamination, the family has the option of electing a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.**
 - 2) The amount of the flat rent**
 - 3) A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.**

- 4) Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
 - 5) Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
 - a) The family's income has decreased.
 - b) The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - c) Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
 - 6) The dates upon which the Sioux Center Low Rent Housing Agency expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
 - 7) The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
 - 8) A certification for the family to sign accepting or declining the flat rent.
- b. **Income Method.** During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other verification forms. Upon receipt of verification, the Sioux Center Low Rent Housing Agency will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- 1) 10% of monthly income;
- 2) 30% of adjusted monthly income; or
- 3) The welfare rent; or

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the ceiling rent.

3. **Employment and income data, assets, full-time student status, medical expenses (elderly and disabled families only), child care expense, and handicapped assistance expenses will be verified, documented and placed in the tenant's folder.**

Third party written verifications are preferred. Oral third party verifications are acceptable, if properly documented. Obtaining documents from the tenant and photocopying is an

acceptable form of verification when not prohibited by law. When such documents cannot be photocopied, Housing Authority staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. All verifications will be maintained in the tenant's folder.

Verified information will be analyzed and a determination of rent and of the appropriate unit size made.

4. **Temporary Rent Determinations and Special Reexaminations.** When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission or reexamination, a temporary determination of income and rent will be established, giving due consideration to the tenant's past income and other available information. An interim reexamination will be scheduled to take place within 30 days for most households, and within 90 days for households where annual income is zero or difficult to predict. Such interim re-examination will be conducted at any time there is an increase or decrease in income which will affect the amount of rent, or if the tenant is considered at fault for not supplying the correct information. The tenant is to be notified in writing of the effective date of the special reexamination.

Special reexaminations will continue to be scheduled until the income stabilizes and a reasonable estimate of the Adjusted Income can be made. Rents increases determined at special reexaminations shall be made effective the first day of the second month following the final rent determinations. Until the final rent determination can be made, the family will pay rent based upon the existing Adjusted Income.

If the Total Family Income can be reasonably estimated at the time scheduled, the reexamination is to be completed and actions taken as appropriate to adjust the Tenant Rent amount.

5. **Changes in Rent.**

- a. Increases in rent shall be effective in full the first day of the second month following that in which the change occurred, provided the tenant has complied with all reporting requirements. When the tenant has failed to attend interviews or to provide required information, the Housing Authority may increase the rent retroactive to the reexamination effective date. Retroactive charges shall not be made when delays are solely the fault of the PHA.
- b. Decreases in rent shall take effect on the first of the month after the month in which the change was reported and verified.

- B. **Eligibility for Continuing Occupancy and Community Service**

Only those tenants meeting all of the following requirements will be considered eligible for continued occupancy:

1. Qualify as a family as defined in Section II (A) or the remaining member of a tenant family;

2. **Have exhibited appropriate conduct since residing in public housing including:**
 - **Have not interfered with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare;**
 - **Have not adversely affected the physical environment of the community;**
 - **Have not adversely affected the financial stability of the development;**
 - **Have not illegally used a controlled substance or engaged in drug-related criminal activities on or off the premises; and**
 - **Have not interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants because of the abuse of alcohol.**
3. **Have abided by the terms and conditions of the lease and the Drug-Free Housing Addendum.**
4. **In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement**
 - a. **Exemptions: The following adult family members of tenant families are exempt from this requirement.**
 - 1) **Family members who are 62 or older**
 - 2) **Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.**
 - 3) **Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph 2 above.**
 - 4) **Family members engaged in work activity**
 - 5) **Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program**
 - 6) **Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program**
 - b. **Notification of the Requirement. The Sioux Center Low Rent Housing Agency shall identify all adult family members who are apparently not exempt from the community service requirement.**

The Sioux Center Low Rent Housing Agency shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Sioux Center Low Rent Housing Agency shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 04/01/01. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

- c. **Volunteer Opportunities.** Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Sioux Center Low Rent Housing Agency will coordinate with social service agencies, local schools, Community Education, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory board, the Sioux Center Low Rent Housing Agency may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

- d. Upon admission, or at the first annual reexamination on or after April 1, 2001, and each annual reexamination thereafter, the Sioux Center Low Rent Housing Agency will do the following:

- 1) Provide a list of volunteer opportunities to the family members.
- 2) Provide information about obtaining suitable volunteer positions.
- 3) Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

- e. **Notification of Non-Compliance with Community Service Requirement.** The Sioux Center Low Rent Housing Agency will notify any family found to be in noncompliance of the following:

- 1) The family member(s) has been determined to be in noncompliance;
- 2) That the determination is subject to the grievance procedure; and
- 3) That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

f. **Opportunity for Cure.** The Sioux Center Low Rent Housing Agency will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The PHA will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Sioux Center Low Rent Housing Agency shall take action to terminate the lease.

self- g. **Prohibition against Replacement of Agency Employees.** In implementing the service requirement, the Sioux Center Housing Authority may not substitute community service or sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

C. **Interim Reexaminations**

1. ***Reasons for Interims.*** If the family's rent is being determined under the income method, any of the changes listed below must be reported to Management within ten (10) days of their occurrence. Failure to report changes as required may result in a retroactive rent charge and/or eviction action against the tenant. Only the information affected by the changes being reported will be reviewed and verified. Tenants are required to report the following changes:

- Any change in household composition.
- Any increase in household income, excluding overtime employment income.
- Any incremental increases in earnings from same employment must be reported and will be excluded until the next annual reexamination date. If tenant seeks new or additional employment, it is the tenant's responsibility to report the change and the income will be included on an interim reexamination up to 40 hours per week with one or more employers.

2. Tenants are not required to, but may at any time, request an interim reexamination which would result in a decrease in the family's rent:
 - a. Decrease in income expected to last at least 30 days; and
 - b. Increase in allowable expenses or other deductions;
 - c. Other changes in family circumstances.

Upon such request, the Sioux Center Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

3. ***Effective Dates.*** For interim reexams, increases in rent shall become effective on the first day of the second month following the month the change was reported, provided the change was reported within ten days of its occurrence and the family complies with the verification requirements and completes reexam. Decreases in rent shall take place on the first day of the month following the month in which the change is reported. The effective dates of changes that are not reported in a timely manner are covered in #4 below.
4. ***Errors/Omissions, Misrepresentations/Failure or Delay in Reporting Changes.*** (In the interest of brevity, the word "error" is used in this section to represent errors, omissions, misrepresentations, and failure to report changes.) If an error in rent is revealed at any time, proper adjustment will be made to correct the error as follows:
 - a. Errors which are the fault of the tenant:
 - If the tenant causes a delay, the rent increase will be effective on the date it would have been effective had the process not been delayed. Increased rent shall be retroactive to the first day of the month following the date the change occurred.
 - Decreased rent shall be effective on the first day of the month following the month the change was reported.
 - b. Errors not the fault of the tenant:
 - Increased rent shall be made effective the first day of the second month following the date the error was discovered.
 - Decreased rent shall be made retroactive to the first of the month after the interim reexamination should have been completed or the error occurred.

D. Changes in Household Composition

1. The tenant is required to report in writing any change in household composition **within ten (10) days** of the change.
2. A new born child, an adopted child **under 10 years old**, or a child **under 10 years old** for whom custody has been awarded by a court to the Head of the Household or the spouse may be added to a tenant's lease. No other new household member may be added to the tenant's lease unless and until that person has completed an application form stating their income, assets, and all other required information to the Housing Authority. The individual must

- provide their Social Security number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Sioux Center Housing Authority will determine the eligibility for admission according to the guidelines specified in Section II of this policy. The Housing Authority has the right to deny admission to any person found to be ineligible. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section IX-C-3.
3. A tenant must provide documentation as required by the PHA when reporting that a family member has vacated the household. In the case of an income producing household member, the PHA will require at least two documents verifying the new address of the departing family member or other evidence deemed acceptable by the PHA. Utility bills, a driver's license, an automobile registration, an employer's verification, or a lease or a rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.
 4. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may request a transfer and be placed on the master transfer list effective the date the transfer request is approved (see Section X). A tenant reporting a decrease in household size which changes the unit size for which the family is eligible will not be required to be placed on the transfer list until the effective date of the family's next annual reexamination.

E. Visitors

Tenants will be allowed to have visitors for a period of up fourteen (14) days in any given twelve month period, except in the case of a household member requiring care during illness or recuperation from illness or injury; as certified by a physician. Written permission must be obtained from the Housing Authority for any deviation from the occupancy standards listed in this policy.

X. UNIT TRANSFERS

A. Introduction

The objectives of a tenant transfer include the following: 1) To address emergency situations; 2) To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit; 3) To facilitate a relocation when required for modernization

or other management purposes; 4) To facilitate relocation of families with inadequate housing accommodations; 5) To provide an incentive for families to assist in meeting the Sioux Center Housing Authority's deconcentration goal; and 6) To eliminate vacancy loss and other expenses due to unnecessary transfers.

Transfers of tenants from one unit to another will be approved solely to ensure consistency with the PHA's occupancy standards. Exceptions shall be that elderly tenants in family developments may be transferred to elderly developments and families requiring accessible units may request transfers as outlined in Section VII-G

A policy has been adopted for giving elderly applicants who are on the waiting list an option to upgrade to a larger unit if they move into an available smaller unit first. They will receive an option of the first right to move into a larger unit when a unit becomes available before others on the waiting list. These residents will be given two (2) days to determine whether they want to move to a larger available unit. Once a larger unit choice is refused, the right to move to another larger unit in the future will no longer be an option.

Transfers to other dwelling units shall be made without regard to race, creed, color, gender, familial status, disability or national origin. (24 CFR 100.5) Tenants shall not be transferred to a dwelling unit of equal size except for transferring a non-handicapped family residing in a handicap-accessible unit or for alleviating hardships, medical reasons, or other undesirable conditions as determined by the Executive Director or designee.

Transfers between developments shall only be made for families requiring units in a size which does not exist within the tenant's current development. Transfers will only be made where tenants are in compliance with their lease, are not delinquent in rent, have good housekeeping habits, have not caused damage to the current unit being occupied, or do not have long standing charges remaining outstanding on their accounts.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges

Transfer requests shall be placed on a Transfer List in the order of the date the request is approved. All transfer requests shall be reviewed by the Manager and Executive Director or his/her designee.

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer. A tenant family transferring from one apartment to another is responsible for any costs associated with moving to the new apartment when the transfer is: a) made at the request of the family or by others on behalf of the family; b) is needed to move the family to an appropriately sized unit, either larger or smaller; c) is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or d) is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Sioux Center Housing Authority when: a) the PHA has requested a renovation transfer or b) action or inaction by the Sioux Center Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

Separate transfer lists shall be maintained for each development; however, a master listing of transfer requests shall be maintained at the main office of the Housing Authority.

B. The HA has three types of transfers: Emergency - Category 1, Immediate Administrative - Category 2, and Regular Administrative - Category 3.

1. Emergency Transfer - Category 1 are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by the PHA. Emergency transfers within sites or between sites may be made to repair the unit or building defects hazardous to life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided 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.
2. Immediate Administrative Transfers - Category 2: Include 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 nature, permit modernization 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.
 - (i) Requests for medical transfers under Category 2 will be made to the Manager. The resident will provide the Manager with the necessary verification and/or documentation to substantiate the need for a medical transfer. Whenever feasible, transfers will be made within a resident's area. Medical transfers may also be initiated by the PHA (such as moving a person with mobility problems to a unit with accessible features).
3. Regular Administrative Transfers - Category 3: Within sites or between sites may be made to correct occupancy standards (over/under housed conditions), to correct and avoid concentration of the most economically and socially deprived families, to allow for non-emergency but medically advisable transfers, to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas, and other transfers approved by the Sioux Center Housing Authority when a transfer is the only or best way of solving a serious problem. These transfers will not take priority over new admissions.
 - (i) Category 3 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. Residents in an over/under housed status will be advised

within 30 days of the annual or interim reexamination that a transfer is recommended and that the family has been placed on the transfer list.

- (ii) When a head of a household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until it is two (2) years of age. After age 2, a Category 3 administrative transfer may be recommended.

Exceptions: Spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and in the PHA's opinion the unit is large enough to accommodate the number of persons now in the household. (Other than for births, adoption of a child under 10 years old or securing legal custody of a child under 10 years old by the head of household or spouse, that occur during tenancy, the PHA's prior approval of additions to the household is required.)

- (iii) Split-family transfers will be processed under this category of administrative transfers. Families that split into two "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 the PHA.

- C. A tenant that has received a formal transfer offer is given three (3) days to accept the offer and sign a Dwelling Lease for the new unit. Thereafter, the tenant is given an additional seven (7) days to move personal belongings. If the transfer has not been completed and keys to the former unit returned after seven (7) days, per diem rent for the former unit will be charged in addition to rent for the new unit until the keys are returned to the appropriate PHA office. Any additional security deposit owed must be paid at the time of the new transfer lease execution.

If the tenant refuses a unit offer, the tenant's lease may be terminated in accordance with the lease, or at the PHA's discretion, the tenant can be placed at the bottom of the transfer list as of the date of refusal and the tenant will so be notified in writing. During the entire proceedings, the tenant will be advised of his/her rights under the Grievance Procedure.

XI. TERMINATIONS

A. Termination Notices

1. The tenant must give a written notice to the Housing Authority of at least 30 days of intent to terminate the lease. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.
2. If the Housing Authority terminates the lease, written notice must be given to an adult member of the household as follows:
 - If the tenant or any household member has created or maintained a threat constituting a clear and present danger to the health or safety of other tenants, the employees of the HA, or other persons on or within one thousand feet of the HA's property, the HA, after

a single three (3) days written notice of termination and notice to quit, may file suit against the tenant for recovery of possession of the premises. The petition shall state the incident(s) giving rise to the notice of termination and notice to quit. The tenant shall be given the opportunity to contest the termination in the court proceedings by notice thereof at least three (3) days prior to the hearing. Drug-related criminal activity or violent activity constitutes a threat to the health and safety of other tenants and to the health and safety of employees of the Housing Authority. (See Appendix C, Glossary of Terms for definition of "clear and present danger".)

- In the case of failure to pay rent, or other material noncompliance with the rental agreement, notice of the PHA's intention to terminate the lease in fourteen (14) days unless all amounts due under the lease have been paid and/or breach is remedied within the fourteen (14) days.
- Written notice of at least thirty (30) days prior to termination in all other cases.
- Twelve months after 4/01/01, the date which the Sioux Center Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

3. Notice of termination to the tenant shall state reasons for the termination and shall inform the tenant of the right to make such reply as tenant may wish. The notice shall also inform the tenant of the right to examine, prior to hearing or trial, and copy at tenant's expense, Housing Authority documents directly relevant to the termination. The notice shall inform the tenant of the right to request a hearing in accordance with Housing Authority's Grievance Procedure (if the Grievance Procedure is applicable to the dispute involved).

B. Reasons for Termination (24 CFR 906.4)

The Housing Authority may not terminate or refuse to renew the lease except for serious or repeated violations of the terms of the lease including:

1. Non-payment of rent.
2. A pattern of late-payment of rent (2 times in a six month period).
3. Failure to pay other service or maintenance charges.
4. Failure to fulfill tenant obligations set forth in the lease, Drug-Free Housing Addendum, or other rules and regulations, including providing timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.
5. Failure to allow inspection of the unit.
6. Assignment or subletting of the premises.
7. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);

8. **Non-compliance with Non-Citizen Rule requirements.**
9. **Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the PHA, and**
10. **Other good cause including, but not limited to:**
 - a. **Refusal of an offer of a new lease.**
 - b. **A family history of disturbance to neighbors, destruction of property, or habits which result in damage to the unit or complex.**
 - c. **Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts.**
 - d. **Failure to maintain the unit in a decent, safe and sanitary condition.**
 - e. **Drug-related criminal activity engaged on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in or on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture or production of methamphetamine on the premises of the PHA.**
 - f. **Illegal use of a drug or a pattern of illegal use of a drug by a household member which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents as determined by the PHA.**
 - g. **Criminal activity by a covered person including crimes of physical violence that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or of residences by persons residing in the immediate vicinity of the premises..**

-Tenant may be evicted by judicial action for criminal activity regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
 - h. **Tenant fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.**
 - i. **Abuse of alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.**
 - j. **Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers..**
 - k. **Abandonment of the unit.**

1. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on the PHA's Occupancy Standards.

The Sioux Center Housing Authority will take immediate action to evict any household that includes any individual who is subject to a lifetime registration requirement under a State sex offender registration program.

C. Written Records

Written records documenting eviction actions shall be maintained by the Housing Authority in strict confidence and shall contain all of the following information:

1. Name of tenant and identification of unit occupied.
2. Copies of the Termination Notice and any subsequent correspondence or notices.
3. Specific reason(s) for eviction. For example, if a tenant is being evicted for drug-related criminal activity, the record shall detail the actions for which the eviction has been instituted.
4. Responses or answers, if any, received from the tenant.
5. Date and method of notifying tenant of reasons and showing a summary of any conference(s) with the tenant, including the names of conference participants.
6. Dated and signed records of the minutes of any hearing held.
7. Date and description of the final action taken.

D. Abandonment of the Unit

The Housing Authority will comply with Iowa state law Chapter 562A.29 and 556B.1, in terms of posting notice of intent to declare a unit abandoned, taking possession of the unit, and the timing and method of disposal of items left in the abandoned unit.

The Sioux Center Low Rent Housing Agency will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, an Sioux Center Low Rent Housing Agency representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored, the cost of storage, and when it will be sold. If the Sioux Center Low Rent Housing Agency does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than \$50, the Sioux Center Low Rent Housing Agency will mail a notice of the sale or disposition to the resident and then wait thirty (30) days. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until ninety (90) days after the Sioux Center Low Rent Housing Agency mails the notice of abandonment.

If the estimated value of the property is more than \$50, the Sioux Center Low Rent Housing Agency will mail a notice of the sale or disposition to the resident and then wait ninety (90) days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Sioux Center Low Rent Housing Agency such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Sioux Center Low Rent Housing Agency will mail it to the family. If the family's address is not known, the Sioux Center Low Rent Housing Agency will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Sioux Center Low Rent Housing Agency.

Within ninety (90) days of learning of an abandonment, the Sioux Center Low Rent Housing Agency will either return the deposit or provide a statement of why the deposit is being kept.

XII. POSTING REQUIREMENTS/REVISIONS

A. Posting Requirements

This document must be publicly posted in a conspicuous location in the PHA offices and must be furnished to applicants and tenants upon request.

B. Revisions

This document may be modified by the Housing Authority provided that the Housing Authority shall give at least a 30-day written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration by the Housing Authority prior to the proposed modification becoming effective. A copy of such notice shall be:

- a) Delivered directly or mailed to each tenant; or
- b) Posted in a conspicuous place at the site offices or in a similar central business location within the site.

XIII. REVISION OF OCCUPANCY POLICY RESULTING FROM CHANGES IN LOCAL, STATE, OR FEDERAL LAW OR REGULATION

The provisions of this plan are based upon local, state and Federal law and regulation. Should any applicable law or regulation change, this plan will be deemed to be automatically revised. To the extent that the change is mandatory (allowing no Housing Authority discretion), the text of the plan will be revised without requirement for administrative processing. By approving this provision, the Board of Commissioners understands that they are approving future automatic revisions responding to mandatory regulatory changes.

XIV. MISREPRESENTATION

The tenant shall be notified in writing if the Housing Authority finds evidence that the tenant or any adult member of the tenant family has misrepresented facts affecting the family's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, eviction action, and/or criminal prosecution.

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties or fines up to \$10,000 and/or imprisonment not to exceed five years.

XV. GRIEVANCE PROCEDURE

The Grievance Procedure sets forth the requirements, standards, and criteria established to assure the tenants of the PHA an opportunity for a Hearing if he or she disputes any Housing Authority action or failure to act involving the tenant's lease or Housing Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status.

Each tenant and tenant organization shall be given a copy of the Grievance Procedure and it is incorporated into this Policy on Admissions and Continued Occupancy and the lease by reference, and appears as Appendix E in this document.

XVI. RELOCATION

When the PHA intends to rehabilitate a development or developments and rehabilitation activities will require tenants to move temporarily or permanently, a Relocation Plan will be developed in cooperation with the affected tenants. The plan will dictate preferences to which relocatees will be entitled and their rights to housing choices, moving expenses, etc. Such preferences may affect the order of selection for applicants and transferees, and Relocation Plan, therefore, will serve as an amendment to this policy.

APPENDICES

**APPENDIX A
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
INCOME LIMITS**

<u># IN FAMILY</u>	<u>LOWER INCOME</u> <i>(80% of median)</i>	<u>VERY LOW INCOME</u> <i>(50% of median)</i>	<u>30% OF MEDIAN INCOME</u>
1	28100	17550	10550
2	32150	20100	12050
3	36150	22600	13550
4	40150	25100	15050
5	43350	27100	16250
6	46600	29100	17450
7	49800	31100	18650
8	53000	33150	19900

**APPENDIX B
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
INFORMAL REVIEW PROCEDURES**

(Applicants Only)

I. Applicability

- A. The Housing Authority will provide an opportunity for an informal review regarding a decision denying assistance to an applicant, including a decision:**
 - 1. Denying placement on the waiting list.**
 - 2. Denying participation in the Public Housing Program**
 - 3. Denying a preference in determining eligibility for the Public Housing Program.**
- B. The Housing Authority is not required to provide an opportunity for informal review:**
 - 1. To review discretionary administrative determinations by the Housing Authority, or to consider general policy issues or class grievances.**
 - 2. To review the Housing Authority's determination of the number of bedrooms determined under the standards established by the Housing Authority in accordance with HUD regulations.**

II. Procedures

- A. The Housing Authority shall give an applicant prompt written notice of a decision denying assistance to the applicant, including a decision of ineligibility for housing, ineligibility for any of the selection preferences adopted by the PHA, or removal from or denying placement on the waiting list. The notice shall also state that the applicant may request in writing an informal review of the decision, and shall describe how to obtain the informal review.**
- B. The applicant must submit a written request for an informal review within ten (10) days of notification of the decision denying assistance.**
- C. If the applicant's request is not submitted within ten (10) days or in another way fails to comply with requirements, the request will be denied and the applicant will be promptly notified in writing.**
- D. If the request meets the criteria, an informal review will be scheduled within 10 days of the request.**

- E. The informal review shall be conducted by any person or persons designated by the Executive Director, other than a person who made or approved the decision under review or a subordinate of such person.**
- F. The applicant shall be given an opportunity to present written or oral objections to the Housing Authority's decision.**
- G. The Housing Authority shall promptly notify the applicant in writing of the final decision after the informal review, including a brief statement of the reasons for the final decision.**

APPENDIX C
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
GLOSSARY OF TERMS

50058 FORM

The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 HOUSING ACT

The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

ADJUSTED ANNUAL INCOME

Adjusted Income is Annual Income (as defined in this Appendix) minus the deductions for the specified allowances as follows, on which tenant rent is based: (24CFR 5.611)

1. \$480 for each dependent household member who is under 18 years of age, disabled or a full time student.

Note: The head, co-head, spouse, foster child or live-in aide are never counted as dependents.

2. \$400 for each family whose head or spouse is at least 62 years of age, or disabled.
3. Reasonable child care expenses necessary to enable a family member to be employed or further his/her education. Child care expenses to enable a family member to be employed shall not exceed the amount of employment income that is included in annual income.
4. The sum of the following, to the extent the sum exceeds three % of annual income:
 - a. Unreimbursed medical expenses of any elderly family or disabled family; and
 - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

ADULT

A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

ALLOWANCES

Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care

expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

ALLOWANCE FOR DEPENDENTS

An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income. (See definition of Dependent below.)

ALLOWANCE FOR DISABILITY ASSISTANCE EXPENSES

The amount of Disability Assistance Expense in excess of three (3) percent of annual income which enables a family member (including the handicapped or disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the handicapped person or other family members to work, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

ANNUAL CONTRIBUTIONS CONTRACT (ACC)

The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

ANNUAL INCOME

1. Annual income is the anticipated total income from all sources, monetary or not, received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets to which any member of the family has access for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporarily non-recurring or sporadic. (1937 Housing Act; 24 CFR 5.609)

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Sioux Center Housing Authority believes that past income is the best available indicator of expected future income, the Sioux Center Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to:

- a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- b. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in

Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.

- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowance for depreciation is permitted only as authorized in paragraph 1b of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of 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.**
- d. 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, including a lump-sum amount or prospective monthly amount for the delayed start of a periodic payment (except as provided in 2n below).**
- e. Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)**
- f. Welfare assistance.**
- 1) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
- 1) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
- 2) Are not otherwise excluded under paragraph #2, Income Exclusions, of this Glossary of Terms definition Annual Income
- b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
- 1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

c) **If the amount of welfare is reduced due to any act of fraud by a family member**

or

because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

d) **If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.**

e) **Imputed welfare income**

1) **A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Sioux Center Housing Authority by the welfare agency) plus the total amount of other annual income.**

2) **At the request of the Sioux Center Housing Authority, the welfare agency will inform the Sioux Center Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Sioux Center Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Sioux Center Housing Authority will use this information to determine the amount of imputed welfare income for a family.**

3) **A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Sioux Center Housing Authority by the welfare agency).**

4) **The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.**

5) **The Sioux Center Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.**

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6) If a resident is not satisfied that the Sioux Center Housing Authority has calculated the amount of imputed welfare income in accordance requirements, and if the Sioux Center Housing Authority denies to modify such amount, then the Sioux Center Housing Authority resident written notice of such denial, with a brief explanation of Sioux Center Housing Authority's determination of the amount of imputed income. The Sioux Center Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may in accordance with our grievance policy. The resident is not required to pay an deposit for the portion of the resident's rent attributable to the imputed welfare in order to obtain a grievance hearing.

7) Relations with welfare agencies

a) The Sioux Center Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Sioux Center Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

b) The Sioux Center Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Sioux Center Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency correctly determined by the welfare agency in accordance with welfare requirements and procedures, nor for providing the opportunity hearing on such welfare agency determinations.

c) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Sioux Center Housing Authority shall rely on the welfare agency notice to the Sioux Center Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

g. Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

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- h. All regular pay, special pay allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see 2g below).**

2. Income Exclusions

Annual income does not include the following:

- a. Income from employment of children (including foster children) under the age of 18 years;**
- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);**
- c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in 1e above);**
- d. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of Medical Expenses for any Family member;**
- e. Income of a live-in aide as defined in 24 CFR 5.403;**
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;**
- g. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;**
- h. (i) Amounts received under training programs funded by HUD;**
(ii) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
(iii) Amounts received by a tenant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; or
(iv) A resident service stipend: this is a modest amount (not to exceed \$200 per 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. This may include, but is 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; or
(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with the local government) and training of a family member as resident management staff. Amounts excluded by this provision must be

received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

- i. Temporary, nonrecurring or sporadic income (including gifts);
- j. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- k. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- l. Adoption assistance payments in excess of \$480.00 per adopted child;
- m. The earnings and benefits to any family member resulting from the participation in a certain training program prior to 10/01/99 providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, state or local law during the exclusion period;

For the purposes of this paragraph, the following definitions apply:

(i) Comparable Federal State or local law means a program providing employment training and supportive services that (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government, (3) is operated or administered by a public agency; (4) has as its objective to assist participants in acquiring employment skills.

begins
terminated

(ii) Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is from employment with good cause, the exclusion period shall end.

(iii) Earnings and benefits resulting from a qualifying employment training means the incremental earnings and benefits program or subsequent job.

n. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph # n) will not apply for any family who concurrently is eligible for exclusion # m. Additionally, this exclusion is only available to the following families:

- (i) Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
- (ii) Families whose income increases during the participation of a family member in any economic self-sufficiency program or other job training program.
- (iii) Families who are or were, within 6 months, assisted under a State TANF or welfare-to- work program.

Upon expiration of the 12-month period described above, the rent payable by a family may be increased due to continued employment of a family member. During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

lifetime months of The disallowance of increased income of an individual family member is limited to a 48-month period. It only applies for 12 months of the 100% exclusion and 12 the 50% exclusion.

- o. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
- p. 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;
- q. 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;
- r. 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 1937 Act. The following is a list of incomes that qualify for that exclusion:
 - (i) The value of the allotment provided to an eligible household under Food Stamp Act of 1977 (7 U.S.C. 2017(b));
 - (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
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 Programs, 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).
 - (iii) Payments received under Alaska Native Claims Settlement Act (43 U.S.C. 1626 (c));
 - (iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - (v) Payments or allowances made under department of Health and Human Services' Low-Income Energy Assistance Program (42 U.S.C. 8624(f));
 - (vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references

- to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- (vii) Income derived from the disposition of funds of Grant River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- (viii) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- (ix) 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. These are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of a student or an educational institution (20 U.S.C. 1087uu);
- Examples of Title IV programs include but are not limited to:
- Basic Educational Opportunity Grants (Pell Grnts), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- (x) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 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.
- (xi) Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.);
- (xii) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- (xiii) The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- (xiv) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- (xv) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- (xvi) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- (xvii) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- (xviii) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

- (xix) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
 - s. All overtime income received by a family member from employment.
 - t. All incremental increases in earnings from same employment must be reported, but will be excluded until the next annual reexamination date. If tenant seeks new or additional employment, it is the tenant's responsibility to report the change and the income will be included on an interim reexamination up to 40 hours per week with one or more employers.
3. If it is not feasible to anticipate a level of income over a 12-month period or the Sioux Center Housing Authority believes that past income is the best available indicator of expected future income, the income anticipated for shorter periods may be annualized, subject to redetermination at the end of the shorter period.
 4. Any family receiving the reparation payments referred to in paragraph 2j of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

APPLICANT

An applicant is a Family who is seeking assistance through the Public Housing Program and who does not yet have a fully executed lease agreement with the Housing Authority. (24 CFR 5.403)

APPLICATION FOR ADMISSION

The written form that is signed and dated by all adult members of the family and which includes information the Housing Authority needs to determine whether the family can be admitted. The format for this basic information will be developed by the Housing Authority.

AREA OF OPERATION

Following is the name and address of the Sioux Center Housing Authority site:
New Homestead Low Rent Housing Agency
510 North Meadow Drive
Sioux Center, IA 51250

ASSETS

The values of (or equity) in the real property, stocks, bonds, savings, checking, IRA and Keogh accounts, and other forms of capital investments. (Does not include personal and household belongings and automobiles.) Assets shall include any asset disposed of at less than fair market value within the last two years.

ASSET INCOME

Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

ASSISTANCE APPLICANT

A family or individual that seeks admission to the public housing program.

CEILING RENT

Maximum rent allowed for some units in public housing projects.

CERTIFICATION

The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

CHILD

For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504 (b))

CHILD CARE EXPENSES

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education. A child care deduction will not be allowed if an adult family member is capable and available to provide the child care. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment and only to the extent such amounts are not reimbursed.

(24 CFR 5.603(d))

CITIZEN

A citizen or national of the United States. (24 CFR 5.504(b))

CLEAR AND PRESENT DANGER (Iowa Code 562A.27A)

A clear and present danger to the health or safety of other tenants, the landlord, the landlord's employees or agents, or other persons on or within one thousand feet of the landlord's property includes, but is not limited to, any of the following activities of the tenant or of any person on the premises with the consent of the tenant:

- a. Physical assault or the threat of physical assault.
- b. Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
- c. Possession of a controlled substance unless the controlled substance was obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice. This paragraph applies to any other person on the premises with the consent of the tenant, but only if the tenant knew of the possession by the other person of a controlled substance.

This section shall not apply to a tenant if the activities causing the clear and present danger, as defined in this subsection, are conducted by a person on the premises other than the tenant and the tenant takes at least one of the following measures against the person conducting the activities:

- a. The tenant seeks a protective order, restraining order, order to vacate the homestead, or other similar relief pursuant to Chapters 236, 598 or 910A, or any other applicable provision

which would apply to the person conducting the activities causing the clear and present danger.

- b. The tenant reports the activities causing the clear and present danger to a law enforcement agency or the county attorney in an effort to initiate a criminal action against the person conducting the activities.
- c. The tenant writes a letter to the person conducting the activities causing the clear and present danger, telling the person not to return to the premises and that a return to the premises may result in a trespass or other action against the person, and the tenant sends a copy of the letter to a law enforcement agency whose jurisdiction includes the premises. If the tenant has previously written a letter to the person as provided in this paragraph, without taking an action specified in paragraph "a" or "b" or filing a trespass or other action, and the person to whom the letter was sent conducts further activities causing a clear and present danger, the tenant must take one of the actions specified in paragraph "a" or "b" to be exempt from proceedings pursuant to termination for this reason.

However, in order to fall within the exemptions provided within this subsection, the tenant must provide written proof to the landlord, prior to the commencement of a suit against the tenant, that the tenant has taken one of the measures specified in paragraphs "a" through "c".

COMMUNITY SERVICE

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

COVERED FAMILIES

Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

COVERED PERSON

A tenant, any member of the tenant's household, a guest or another person under the tenant's control

CURRENTLY ENGAGING IN

The individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

DEPENDENT

A member of the family household (excluding foster children and foster adults, , head of household, or spouse) who is under 18 years of age or is a disabled person or is a full-time student.

(24 CFR 5.603(d))

DISABLED PERSON

A person who:

- a. Has a disability as defined in 42 U.S.C. 423.
- b. Is determined, pursuant to HUD regulations to have a physical, mental, or emotional impairment that: (1) is expected to be of long-continued and indefinite duration; (2) substantially impedes his or her ability to live independently; and; (3) is of such a nature that the ability to live independently could be improved by more suitable housing conditions
- c. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

DISPLACED FAMILY/PERSON

A family in which each member or whose sole member is a person displaced or about to be displaced by governmental action (such as urban renewal) or whose dwelling has been extensively damaged as a result of disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. Lodgers may not be included in the family. (24CFR 5.403(b))

DRUG-RELATED CRIMINAL ACTIVITY

Drug trafficking or the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug (controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

ECONOMIC SELF-SUFFICIENCY PROGRAM

Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, substance abuse or mental health treatment program), or other work activities.

ELDERLY FAMILY

A family whose head or spouse or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with another who is determined to be essential to their care or well being.

ELDERLY PERSON

A person who is at least 62 years of age.

ELIGIBLE IMMIGRATION STATUS

Documentation and verification of eligible status as defined by HUD.

EVICTION

The dispossession of the tenant from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and state law, or for other good cause.

EXTREMELY LOW-INCOME FAMILIES

Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

FAIR HOUSING ACT

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) (24 CFR 5.100)

FAIR MARKET RENT (FMR)

Rent that would be required to be paid in the particular housing market area in order to obtain privately owned, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. This Fair Market Rent includes utilities (except telephone). Separate Fair Market Rents will be established by HUD for dwelling units of varying sizes (number of bedrooms).

FAMILY

Family includes but is not limited to:

- a. A family with or without children (Unborn children, children in the process of being adopted, and children temporarily absent from the home due to placement in foster care are considered family members for the purpose of determining bedroom size, but are not considered family members for determining income limit.);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

FAMILY MEMBERS

All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

FLAT RENT

A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

FOSTER-CARE PAYMENT

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

FULL-TIME STUDENT

A person who is attending school or vocational training on a full-time basis.

GUEST

A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant

HANDICAPPED/DISABILITY ASSISTANCE EXPENSE

Reasonable expenses in excess of three (3) percent of annual income that are anticipated during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and expenses that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603 (d))

HEAD OF HOUSEHOLD

The adult member of the family, 18 years of age or older, or an emancipated minor under the age of 18 years, whom the members of the family have routinely looked to as the head of the family, for purposes of determining income eligibility and rent and who is legally competent to sign a binding contract. (24 CFR 5.504 (b))

HOMELESS FAMILY

"Homeless Family" includes any individual or family who:

1. lacks a fixed, regular, and adequate nighttime residence; and
2. has a primary nighttime residence that is:
 - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);

- b. An institution that provides a temporary residence for individuals intended to be institutionalized; and
- c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A "Homeless Family" does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or State law.

HOUSEHOLD

Family and PHA-approved live-in aide.

HUD

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

IMPUTED INCOME

For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

IMPUTED WELFARE INCOME

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

IN-KIND PAYMENTS

Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

INCOME METHOD

A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

INTERIM EXAMINATION

A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

INS

U.S. Immigration and Naturalization Service.

LEASE

A written agreement between the PHA and an eligible family for the leasing of a Public Housing unit.

LIVE-IN-AIDE

A person who resides with one or more elderly persons or near-elderly persons, or persons with disabilities, and who:

- a. Is determined by the Authority to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and
- c. Would not be living in the unit except to provide necessary supportive services.
(24 CFR 5.403 (b))

A live-in aide does not qualify as the remaining member of a tenant family.

LOW-INCOME FAMILIES

Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

LUMP SUM BENEFIT

A payment of periodic benefits for a previous period which may be included as income, not including Social Security and Social Security lump sum benefits. Only that portion of the payment attributable to the time the tenant resided continuously under the Public Housing Program may be counted as income.

MEDICAL EXPENSES

For purposes of income determination for elderly or disabled families, medical expense in excess of 3% of total family income which are anticipated to be incurred during the period for which the annual income is computed, where these expenses are not covered by insurance. (24 CFR 5.603(d)). Medical expenses include, but are not limited to, medical insurance premiums, dental expenses, prescription and nonprescription medicines, costs for doctors, therapists, medical facilities, transportation for medical purposes, etc.

MINOR

A person less than eighteen years of age.

MIXED FAMILY

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

MIXED POPULATION DEVELOPMENT

A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

NATIONAL

A person who owes permanent allegiance to the U.S., for example, as a result of birth in a U.S. territory or possession. (24 CFR 5.504(b))

NEAR-ELDERLY FAMILY

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b)).

NEAR-ELDERLY PERSON

A person who is at least 50 years of age but below the age of 62, who may be a person with a disability.

NET FAMILY ASSETS

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles is excluded.

In cases where a trust fund had been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

In determining the Net Family Assets, the Housing Authority shall include the value of any business or family assets greater than one thousand dollars (\$1000) which were disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received for the asset. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

NON-CITIZEN

A person who is neither a citizen nor national.

OTHER PERSON UNDER THE TENANT'S CONTROL

The person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

PARTICIPANT

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

PREMISES

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

PREVIOUSLY UNEMPLOYED

This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

PUBLIC HOUSING

Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

RECERTIFICATION

The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

REMAINING FAMILY MEMBER

A person left in an assisted unit after other family members have vacated who may or may not normally qualify for assistance on his or her own circumstances (e.g., widow age 47, not disabled or handicapped). The person must be of legal age to sign a lease (adult) and all amounts incurred under the previous lease must have been paid before the person is provided a lease in his/her name.

(Handbook 7565.1 REV-2, 3-5b.)

RENT (for the purpose of determining eligibility for the Rent-Burdened Preference)

1. The actual amount due, calculated on a monthly basis under a lease or occupancy agreement between a family and the family's current landlord
2. In the case of utilities purchased directly by tenants from utility providers:
 - a. The utility allowance (if any) determined for the Public Housing Program for tenant-purchased utilities (except telephone and cable) and the other housing services that are normally included in rent: or
 - b. If the family chooses, the average monthly payments that it actually made for these utilities and services for the most recent 12-month period, or if information is not obtainable for the entire period, for an appropriate recent period.
 - c. For the purposes of calculating rent under this definition, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount, to the extent that they are not included in the family's income.
 - d. In the case of an applicant who owns a manufactured home, but who rents the space upon which it is located, rent, under this definition includes the monthly payment to amortize the purchase price of the home, calculated in accordance with HUD's requirements.

- e. In the case of an applicant who resides within the jurisdiction of an Indian Housing Authority that is not administering a Public Housing Program, the applicable utility allowance for purposes of calculating rent under this definition will be determined under 24 CFR part 965, Subpart E.
- f. In the case of members of a cooperative, rent under this definition means the charges under the occupancy agreement between the members and the cooperative.

RESIDENCY

A family living in the Housing Authority's operational jurisdiction, working in the Housing Authority's jurisdiction or notified that they are hired to work in the Housing Authority's jurisdiction would be considered a resident of the jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

RESPONSIBLE ENTITY

For the public housing program, responsible entity means the PHA administering the program under an Annual Contributions Contract with HUD.

SECURITY DEPOSIT

A dollar amount set by the Housing Authority for the Public Housing Program for unpaid rent, damages or other amounts owed under the lease upon termination of the lease.

SHELTER ALLOWANCE

That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

SINGLE PERSON

A person who lives alone or intends to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family.

SPECIFIED WELFARE BENEFIT REDUCTION

- a.. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- b. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. because a family member has not complied with other welfare agency requirements.

TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)

The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

TENANT RENT

The amount payable monthly by the family as rent to the Housing Authority. Where all utilities (except telephone and cable) and other essential housing services are supplied by the Housing Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and cable) and other essential housing services are not supplied by the Housing Authority 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(d))

TOTAL TENANT PAYMENT (TTP)

a. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

b. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

TRANSFER

A move by a tenant family from one PHA apartment to another, generally as the result of changes in family composition which changes the number of bedrooms required by the family. A transfer may not be used to split an extended family into two households by moving only some members of the family to a second apartment.

UTILITIES

Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service and cable TV is not included as a utility.

UTILITY ALLOWANCE

The cost of utilities (except telephone and cable TV) and other housing services for an assisted unit when not included in the tenant rent but is the responsibility of the family occupying the unit. An amount equal to an estimate made or approved by the Housing Authority or HUD of the monthly cost of a reasonable consumption of utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.
(24 CFR 5.603)

VERY LOW- INCOME FAMILIES

Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

VIOLENT CRIMINAL ACTIVITY

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

WELFARE ASSISTANCE

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (24 CFR 5.603(d) (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31.

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family’s ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- a. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- b. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- a. Nonrecurrent, short-term benefits that:
 - 1) Are designed to deal with a specific crisis situation or episode of need;

- 2) Are not intended to meet recurrent or ongoing needs; and
 - 3) Will not extend beyond four months.
- b. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
 - c. Supportive services such as child care and transportation provided to families who are employed;
 - d. Refundable earned income tax credits;
 - e. Contributions to, and distributions from, Individual Development Accounts;
 - f. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
 - g. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

WELFARE RENT

In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Family whose annual income does not exceed 50 percent of the median income for the area as determined by HUD.

**APPENDIX D
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
GRIEVANCE PROCEDURE**

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GRIEVANCE PROCEDURE

I. PURPOSE AND SCOPE

This Grievance Procedure sets forth the requirements, standards, and criteria established to assure the tenants of the Sioux Center Low Rent Housing Agency (the Authority) an opportunity for a Hearing if he or she disputes within 30 days any Housing Authority action or failure to act involving the tenants' lease or Housing Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status.

II. APPLICABILITY

A. This procedure applies to all grievances between individual tenants and the Housing Authority as defined in Section 3A below.

B. This Grievance Procedure does not apply to:

1. Disputes between tenants in which the Authority is not involved;
2. Any changes in Authority policies and procedures. This procedure is not intended as a forum for initiating or negotiating policy changes between a tenant or group of tenants and the Authority, or its Board of Commissioners.
3. Class grievances.
4. Termination of tenancy or eviction that involves:
 - a. Any criminal or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the Authority;
 - b. Any violent or drug-related criminal activity on or off the premises; OR.
 - c. Any activity resulting in a felony conviction.

III. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions apply:

A. Grievance -- Any disagreement or dispute which a tenant may have with respect to Housing Authority's action or failure to act in accordance with the individual's lease or Housing Authority regulations which adversely affects the individual tenant's rights, duties, welfare or status.

- B. Complainant -- Any tenant whose grievance is presented to the office of the Housing Authority in accordance with Sections 4 and 5 of this procedure.**

- C. Elements of Due Process -- Legal proceedings carried out in accordance with established rules. Any eviction action or termination of tenancy proceeding requires:**

1. Adequate notice to the tenant of the grounds for terminating his or her lease and for eviction.
 - a. The Housing Authority shall give fourteen (14) days written notice of termination if the termination is caused by the tenant's failure to pay rent.
 - b. The Housing Authority shall give three (3) days written notice of termination if there is a threat to the health or safety of other tenants or employees of the authority.
 - c. The Housing Authority shall give thirty (30) days written notice of termination in all other cases.
 2. The right of the tenant to be represented by legal counsel.
 3. The opportunity for the tenant to disagree with the evidence presented by the Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or fair defense which the tenant may have. The tenant may examine (and make copies of at the tenant's own expense) all relevant documents, records, policies, and regulations of the Housing Authority prior to the hearing for the purpose of preparing a defense.
 4. A decision on the merits.
 5. A person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the person with the opportunity to participate in a grievance hearing.
- D. Hearing Officer -- A person selected to hear grievances and make a decision.
- E. Hearing Panel -- A panel selected to hear grievances and to make a decision.
- F. Tenant -- shall mean the adult person (or persons) other than a live-in aide who:
1. Resides in the unit, and who executed the lease with the Authority as lessee of the dwelling unit, or, if no such person now resides in the unit;
 2. Resides in the unit, and is a remaining member of the tenant family residing in the dwelling unit.
- G. Resident organization -- Includes Resident Councils and Resident Management Corporations.
- H. Informal Settlement -- Meeting held with complainant and the Authority in an attempt to resolve the grievance before going to a formal grievance hearing.
- I. Summary of Discussion -- Result of informal hearing giving detailed information in writing of the major points discussed in the informal hearing and the Authority's decision on the complaint.

J. Escrow -- Money held by a third person fiduciary as a good faith promise until a determination is made on what to do with the money. The escrow amount can be deposited into a bank account or held by an uninterested, independent third party with the equivalent security and accountability as a bank account.

K. Waiver -- The release of a right or claim.

L. Trial De Nova -- The right to a new trial.

IV. INFORMAL SETTLEMENT OF GRIEVANCE

A. Any grievance shall be personally presented, either orally or in writing, within five (5) business days after the grievable event to the Authority office of the project in which the complainant (also referred to as "tenant") resides so that the grievance may be discussed informally and settled without a Hearing. The PHA must schedule the informal meeting within ten (10) business days of receipt of the grievance.

B. The Housing Authority must, within a reasonable time and not to exceed thirty (30) days after the informal discussion, provide a written summary of the discussion of the meeting discussion and send it to the tenant by Registered or Certified Mail or deliver it personally with a signed receipt obtained from the tenant. A copy will be retained in the tenant's file. The summary will specify:

- 1. Names of the participants.**
- 2. Date of the discussion.**
- 3. Nature of proposed disposition of the grievance.**
- 4. Specific reason for proposed disposition of the grievance.**
- 5. Procedures by which a Hearing may be obtained if the tenant is not satisfied.**
- 6. That the tenant has five (5) business days from the date of the summary of the discussion to request a hearing.**

C. Before a tenant can request a Hearing by a Hearing Officer/Hearing Panel the grievance must be submitted first for an informal meeting.

D. If the tenant can show good cause why he or she has failed to follow the procedure for informal meeting to the Hearing Officer/Hearing Panel, the informal meeting may be waived by the Hearing Officer/Hearing Panel..

E. The participant family may request that the Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

V. PROCEDURE TO OBTAIN A FORMAL HEARING

- A. If the tenant is dissatisfied with the final results of the informal meeting, he or she must submit a written request to the Housing Authority or to the project office within five (5) business days after the receipt of the summary of the discussion pursuant to Section 4. The written request for a formal hearing must specify the reason(s) for the grievance and the action or relief sought.
- B. Selection of hearing officer/hearing panel. Grievances shall be presented before a hearing officer/hearing panel. The hearing officer/hearing panel shall be an impartial, disinterested person appointed by the PHA, other than the person who made or approved the PHA action under review or a subordinate of that person.

VI. FAILURE TO REQUEST A HEARING

If the tenant does not request a Hearing within five (5) business days following the date of the summary of the informal meeting:

- A. The Housing Authority's disposition of the grievance under Section 4 as stated in the summary of the discussion, becomes final and effective at the close of business on the fifth business day following the date of the summary of the discussion.
- B. The failure to request a hearing does not waive the tenant's right to contest the Housing Authority's decision in disposing of the complaint in an appropriate judicial proceeding.

VII. HEARING INVOLVING AMOUNT OF RENT - ESCROW ACCOUNT

Before a hearing can be scheduled for a grievance involving the amount of rent which the Authority claims is due as defined in the lease, the tenant must:

- A. Pay the Authority the full amount of rent, calculated by the Authority, which was due on the first of the month preceding the month in which the grievance occurred; and
- B. Deposit this same amount of rent due into an escrow account every month until the complaint is resolved by the hearing officer's decision. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending.

If the tenant fails to comply with A and B above, the grievance process will be terminated. Failure to follow A and B above, however, does not waive any of the tenant's rights to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

The requirements described in Section 7 of this Grievance Procedure may be waived by the Housing Authority in extenuating circumstances.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

VIII. SCHEDULE OF HEARINGS

If the tenant has met the informal meeting requirements, properly requested a formal hearing, and made any necessary rental payments to the Authority or to an escrow account (when applicable), then the following will take place:

- A. A hearing will be scheduled by the hearing officer/hearing panel within fourteen (14) days of the date the PHA receives the Request for the Hearing.**
- B. The hearing will be scheduled for a time and place reasonably convenient to both the complainant and the Housing Authority. The written notification will be delivered to the tenant and appropriate Authority officials, by Registered or Certified mail, or delivered promptly with a signed receipt notice.**
- C. The written notification will specify:**
 - 1. Time of hearing.**
 - 2. Place of hearing.**
 - 3. Procedures governing the hearing.**

IX. FAILURE TO APPEAR AT THE HEARING

- A. If the tenant or the Housing Authority fails to appear at the hearing, the hearing officer/hearing panel will make a determination that the non-appearing party has waived the right to a hearing ; however, in certain cases, they may make a determination to postpone the hearing for a period not to exceed five (5) business days.**
- B. The tenant and the Housing Authority will both be notified in writing of this determination by the hearing officer within fourteen (14) days.**
- C. Failure of the tenant to appear at the hearing and a determination that he or she has waived the right to a hearing does not waive the tenant's right to argue the case in an appropriate judicial proceeding.**

X. PROCEDURE GOVERNING HEARING

- A. The Hearing shall be held before the hearing officer/hearing panel.**
- B. The tenant shall be afforded a fair hearing, which shall include:**
 - 1. The opportunity to examine before the hearing, any documents, including records and regulations, that are directly relevant to the hearing. The tenant shall be allowed to copy any documents at his or her own expense. Any document requested but not made available to the tenant for examination may not be relied on by the Housing Authority during the hearing;**

2. The right to be represented by counsel or other person chosen as his or her representative and to have this person make statements on the tenant's behalf;
 3. The right to a private hearing unless the tenant requests a public hearing;
 4. The right to present evidence and arguments in support of his or her complaint, to object to irrelevant evidence and request that such evidence be excluded, and to confront and cross-examine all witnesses on whose testimony or information the Authority or project management relies; and
 5. A decision based solely and exclusively upon the facts presented at the hearing.
- C. The hearing officer/hearing panel may render a decision without holding the hearing if the hearing officer/hearing panel determines that the issue has been previously decided in another proceeding.
- D. At the hearing, the tenant must first show that he or she is entitled to the relief sought after which the Authority must justify the action or failure to act as cited in the complaint.
- E. The hearing shall be conducted informally by the hearing officer/hearing panel and oral or documentary evidence pertinent to the facts and issues mentioned in the complaint may be received without regard to admissibility under the rules of evidence applicable in judicial proceedings.
- F. The hearing officer/hearing panel shall require the Authority, the tenant, tenant's counsel and other participants or spectators to conduct themselves in an orderly fashion.
- G. Failure to comply with the hearing officer's/hearing panel's call for order may result in removal of the offending person from the proceedings, termination of the hearing, or the entry of judgement by default against the offending person.
- H. The tenant or the Authority may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested person may purchase a copy of the transcript.
- I. Accommodation of Persons with Disabilities
1. The Housing Authority will take steps to insure that reasonable accommodation for persons with disabilities is provided so that participation in any hearing is possible. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants.
 2. If the tenant is visually impaired any notice which is required under this Grievance Procedure, must be in an accessible format.

XI. DECISION OF HEARING OFFICER/HEARING PANEL

- A. The hearing officer/hearing panel will prepare a written decision, including an explanation of the reasons for the decision, within thirty (30) days after the hearing.**
- B. A copy of the decision will be sent to the tenant and the Authority at the same time. The Authority shall retain a copy of the decision in the tenant's folder.**
- C. A copy of the decision, with all names and identifying references deleted, will also be maintained on file by the Authority and made available for inspection by a prospective tenant, his or her representative or the hearing officer/hearing panel.**
- D. The decision of the hearing officer/hearing panel will be binding on the Authority which will take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within thirty (30) days, and promptly notifies the complainant of his/her determination, that:**
 - 1. The grievance does not concern any act or failure to act on the part of the Authority involving the tenant's lease or Authority regulations which adversely affect the tenant's rights, duties, welfare or status; or**
 - 2. The decision of the hearing officer/hearing panel is contrary to applicable Federal, State and/or Local law, HUD regulations or requirements of the Annual Contributions Contract between the Department of Housing and Urban Development and the Housing Authority.**
- E. A decision by the hearing officer/hearing panel or Housing Authority Board of Commissioners in favor of the Authority, or which denies the relief requested by the tenant in whole or in part, does not waive or affect any rights the tenant may have to a trial de nova or judicial review in any judicial proceedings, which may be filed in the future.**