

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

PHA Plans

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

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

PHA Plan Agency Identification

PHA Name: Evansville Housing Authority

PHA Number: IN016

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

Public Access to Information

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

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

Display Locations for PHA Plans and Supporting Documents

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

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

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

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

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

A. Mission

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

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: **"We provide homes and connect people with services and opportunities."**

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHA'S score)
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:

- Provide replacement public housing:
- Provide replacement vouchers:
- Other: (list below)

- PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists:
- Convert public housing to vouchers:
- Other: (list below)

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

- PHA Goal: Provide an improved living environment

Objectives:

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

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

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

Objectives:

- Increase the number and percentage of employed persons in assisted families:
- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other: (list below)

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

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing.
- Objectives:
- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

MANAGEMENT GOALS

1. Manage the Evansville Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer.
2. Manage the Evansville Housing Authority in a manner that results in full compliance with applicable statutes and regulations as defined by program audit findings.

Objectives

1. The Evansville Housing Authority shall qualify as a High Performer by 12/31/2004.
2. The Evansville Housing Authority shall reduce overall turnover to 20 days (10 days maintenance and 10 days management) by 12/31/2002.
3. The Evansville Housing Authority shall maintain 97% occupancy in PHA units by 12/31/2000.
4. The Evansville Housing Authority shall reduce evictions by 10% by 12/31/2002 and another 10% by 12/31/2004. This will be accomplished by initiating a comprehensive resident retention program.
5. The Evansville Housing Authority shall achieve highest score possible on customer satisfaction by 12/31/2004.

EXPANSION OF THE STOCK GOALS

1. Adapt the Evansville Housing Authority's housing stock and program resources to more closely meet the housing needs and markets identified in our needs assessment.
2. Assist our community to increase the availability of affordable, suitable housing for families in the very-low income range, cited as a need in our Consolidated Plan.

Objectives

1. The Evansville Housing Authority shall build or acquire 50 new rental units by 12/31/2006.
2. The Evansville Housing Authority shall sell 4 homes through the Homeownership Program by 12/31/2004.
3. The Evansville Housing Authority shall develop 20 units of housing for people with special needs by 12/31/2004.
4. The Evansville Housing Authority shall construct 5 new affordable housing rentals by 12/31/2004.
5. The Evansville Housing Authority shall acquire and/or build 10 units for conversion to Homeownership by 12/31/2004.
6. The Evansville Housing Authority shall locate at least one partner, non-profit or profit for the purpose of acquisition, improvement and/or development of additional housing by 12/31/2005.

MARKETING GOALS

1. Enhance the marketability of the Evansville Housing Authority's public housing units.
2. Make public housing the affordable housing of choice for the very low-income residents of our community.

Objectives

1. The Evansville Housing Authority shall increase waiting list that requires a 3 month wait.
2. The Evansville Housing Authority shall achieve proper curb appeal by 12/31/2003.
3. The Evansville Housing Authority shall become a more customer-oriented organization.

4. The Evansville Housing Authority shall establish a comprehensive marketing plan by 12/31/2003.

SECURITY GOALS

1. Provide a safe and secure environment in the Evansville Housing Authority's public housing developments.
2. Improve residents and community perception of safety and security in the Evansville Housing Authority's public housing developments.

Objectives

1. The Evansville Housing Authority shall reduce crime in its developments by 20% by 12/31/2004.
2. The Evansville Housing Authority shall reduce its evictions due to violations of criminal laws by 12/31/2004.

TENANT-BASED HOUSING GOALS

1. Manage the Evansville Housing Authority's tenant-based program in an efficient and effective manner thereby qualifying as at least a standard performer under SEMAP.
2. Expand the range and quality of housing choices available to participants in the Evansville Housing Authority's tenant-based assistance program.

Objectives

1. The Evansville Housing Authority shall establish a program to help Section 8 residents become homeowners by 12/31/2002.
2. The Evansville Housing Authority shall achieve and maintain a utilization rate of 98% by 12/31/2004.
3. The Evansville Housing Authority shall attract 20 new landlords who want to participate in the Section 8 program by 12/31/2004.

MAINTENANCE GOALS

1. Maintain the Evansville Housing Authority's real estate in a decent condition.
2. Deliver timely and high quality maintenance service to the residents of the Evansville Housing Authority.

Objectives

1. The Evansville Housing Authority shall create an appealing, up-to-date environment in its developments by 12/31/2004.
2. The Evansville Housing Authority shall implement a comprehensive Preventative Maintenance Program that shall reduce resident-generated work orders by 20% by 12/31/2005.
3. The Evansville Housing Authority shall maintain a roach-free environment in public housing units.

FISCAL RESPONSIBILITY ISSUES

1. Ensure full compliance with all applicable standards and regulations, including government generally-accepted accounting practices.
2. Reduce dependency on federal funding.

Objectives

1. The Evansville Housing Authority shall retain a reserve level of at least 20% each year.
2. The Evansville Housing Authority shall reduce its dependence on HUD by raising \$100,000 from non-HUD sources by 12/31/2004.
3. The Evansville Housing Authority shall raise funds from 3 non-HUD sources by 12/31/2004.

PUBLIC IMAGE GOALS

1. Enhance the image of public housing in our community.

Objectives

1. The Evansville Housing Authority shall speak to at least 5 civic, religious or other groups a year between now and 12/31/2004 to explain EHA and its programs.
2. The Evansville Housing Authority shall ensure at least 12 positive media stories a year each year.

RESIDENT GOALS

1. Improve access of public housing residents to services that support economic opportunity and quality of life.

2. Improve economic opportunity (self-sufficiency) for the families and individuals who reside in our housing.

Objectives

1. The Evansville Housing Authority will implement 2 new partnerships in order to enhance services to residents by 12/31/2002.
2. The Evansville Housing Authority shall establish partnerships and programs to insure at least 10 residents become employed each year.
3. The Evansville Housing Authority shall maintain a viable resident organization in each development, as well as a City-Wide resident council.
4. The Evansville Housing Authority will help to create and maintain 2 resident-owned businesses by 12/31/2004.

Annual PHA Plan
PHA Fiscal Year 2002

[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

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

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

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

The Evansville Housing Authority has prepared this Agency Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD requirements.

The Evansville Housing Authority's 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. The Evansville Housing Authority is on course to improve the condition of affordable housing in the City of Evansville. Additional goals established are as follows:

GOAL #1. Develop long term modifiable comprehensive agency plan.

Bring in outside consultant to assist in development of plan.

Secure \$25,000 to \$100,000 to fund development of plan by 12-31-2001.

Involve all staff, residents and community.

Identify existing sources of data relevant to plan.

Search Internet for available public information.

Gather and analyze existing plans of similar local agencies and other housing authorities in area, including Needs Assessment of United Way.

Do market study to determine who clients are, who clients will be and identify needs of those clients.

Identify funding resources to leverage assets to maximum.

Incorporate OIG findings and resolutions as appropriate.

GOAL #2. Create an annual private sector development fund of at least \$1,000,000 per year.

Hire a fund raiser/grant writer who has a proven track record in fundraising/

grant writing field.

Host 1 or 2 major fundraisers per year.

Hire an administrative assistant with grant writing/fundraising knowledge.

Establish a fundraising campaign committee with a visible chairperson.

GOAL #3. Identify and establish a number of new partnerships and collaborative efforts with private and public agencies.

Identify and list existing and potential agencies for partnerships

Review existing partnerships

Establish memorandum of understanding

Establish procedures for partnership development

Development of partnerships for micro business development centers

GOAL #4. Ensure staff has necessary tools to do job. Ensure staff development.

Hire information technology operating systems person.

Provide mandatory computer training for all employees.

Provide wage increases for certifications.

Develop career paths.

Support staff.

Survey staff for needs and wants.

Paid tuition with contract for all employees seeking to further education.

Better staff communication leading to better resident communication.

Identify resources for communication training and personal and professional development.

Stress management and time management.

Monthly executive staff group development.

Establish Quote/Thought of the day over in-house e-mail system.

Develop mentoring program.

Establish new performance evaluation process.

GOAL #5. Create a state-of-the-art property management and human services delivery system.

Provide contracted property management services to outside entities.

Investigate need for assisted living facility and services.

Establish additional youth programs.

Provide seamless stream of direct and indirect services to residents.

Adopt proper information systems.

Incorporate systems that feature new technology.

Evaluation of properties

Identify what state-of-the-art systems would consist of.

Research existing systems for comparison.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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

Table of Contents

Annual Plan

- i. Executive Summary
- ii. Table of Contents
 1. Housing Needs
 2. Financial Resources
 3. Policies on Eligibility, Selection and Admissions
 4. Rent Determination Policies
 5. Operations and Management Policies
 6. Grievance Procedures
 7. Capital Improvement Needs
 8. Demolition and Disposition
 9. Designation of Housing
 10. Conversions of Public Housing
 11. Homeownership
 12. Community Service Programs
 13. Crime and Safety
 14. Pets (Inactive for January 1 PHA's)
 15. Civil Rights Certifications (included with PHA Plan Certifications)
 16. Audit
 17. Asset Management
 18. Other Information

Attachments

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

Required Attachments:

- Admissions Policy for Deconcentration
- FY 2000 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHA's that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

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

Other (List below, providing each attachment name)

Performance & Evaluation Reports for: IN36P01650100, IN36P01650101 and Replacement Reserves.

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program	Annual Plan: Safety and

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	(PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHA's: MOA/Recovery Plan	Troubled PHA's
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.79 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	9,469	5	4	4	3	3	2
Income >30% but <=50% of AMI	4,889	4	3	3	3	3	2
Income >50% but <80% of AMI	1,760	3	3	3	3	2	2
Elderly	7,056	5	3	3	3	1	2
Families with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

- Consolidated Plan of the Jurisdiction/s
Indicate year: 2000-2004
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

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

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

Housing Needs of Families on the Waiting List Public Housing			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input checked="" type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/sub jurisdiction:			
242	# of families	% of total families	Annual Turnover
Waiting list total	92	36%	139
Extremely low income <=30% AMI	110	46%	
Very low income (>30% but <=50% AMI)	78	31%	
Low income (>50% but <80% AMI)	54	21%	
Families with children	66	28%	

Housing Needs of Families on the Waiting List Public Housing			
Elderly families	11	5%	
Families with Disabilities	6	2%	
Race/ethnicity-Blk	99	39%	
Race/ethnicity-Wht	156	61%	
Race/ethnicity-Hisp	0	0%	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	48	20%	
2 BR	49	20%	
3 BR	25	10%	
4 BR	14	6%	
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List Section 8			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	1,756		651
Extremely low income <=30% AMI	1,457	82.9%	
Very low income			

Housing Needs of Families on the Waiting List Section 8			
(>30% but <=50% AMI)	258	14.69%	
Low income (>50% but <80% AMI)	41	2.33%	
Families with children	1,005	57.2%	
Elderly families	67	3.81%	
Families with Disabilities	260	14.8%	
Race/ethnicity-Wht	1,013	57.68%	
Race/ethnicity-Blk	735	41.85%	
Race/ethnicity-Am I	4	.272%	
Race/ethnicity-Hisp	4	.272%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

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

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

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

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing

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

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

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

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

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

Select if applicable

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

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2002 grants)		
a) Public Housing Operating Fund	\$2,223,000	
b) Public Housing Capital Fund	\$1,862,560	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$8,773,000	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	-0-	
g) Resident Opportunity and Self-Sufficiency Grants	\$33,333	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Capital Fund		
3. Public Housing Dwelling Rental Income	\$1,803,000	
4. Other income (list below)		
Interest Income on Investments	\$187,000	Public Housing Operation
4. Non-federal sources (list below)		
Total resources	\$14,881,813	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

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

- When families are within a certain number of being offered a unit: (state number) 2
- When families are within a certain time of being offered a unit: (state time)
- Other: (describe)

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe) Credit History

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

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

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

(2) Waiting List Organization

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

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

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

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

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

1. How many site-based waiting lists will the PHA operate in the coming year? 7

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

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists? 7

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

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

(3) Assignment

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

- One
- Two
- Three or more

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

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

(4) Admissions Preferences

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (List below)

- Emergencies

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

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

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

Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

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

b. How often must residents notify the PHA of changes in family composition?

(Select all that apply)

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

(6) Deconcentration and Income Mixing

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

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

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

Adoption of site-based waiting lists
If selected, list targeted developments below:

Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

Employing new admission preferences at targeted developments
If selected, list targeted developments below:

Other (list policies and developments targeted below)

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

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

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

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

- Not applicable: Results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

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

- Not applicable: Results of analysis did not indicate a need for such efforts
 List (any applicable) developments below:

B. Section 8

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

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (Select all that apply)
- Criminal or drug-related activity only to the extent required by law or regulation
 Criminal and drug-related activity, more extensively than required by law or regulation
 More general screening than criminal and drug-related activity (list factors below)
 Other (list below)
- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (Either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (Select all that apply)
- Criminal or drug-related activity
 Other (describe below)
See copy of optional form

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (Select all that apply)
- None
 Federal public housing
 Federal moderate rehabilitation
 Federal project-based certificate program
 Other federal or local program (list below)

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

- PHA main administrative office
 Other (list below)

(3) Search Time

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

If yes, state circumstances below: If the applicant can show a good faith effort by number of contacts that they are really trying to find a unit, an extension can be granted.

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

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

Other preferences (Select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

- The Section 8 Administrative Plan

- Briefing sessions and written materials
- Other (list below)

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

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

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

---Or---

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

b. Minimum Rent

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

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

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

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

1. When the family has lost eligibility for or is awaiting an eligibility determination for a federal, state or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education or similar items;
5. When a death has occurred in the family.

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

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

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

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

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

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

- For household heads
- For other family members
- For transportation expenses
- For the non-reimbursed medical expenses of non-disabled or non-elderly families
- Other (describe below)

e. Ceiling rents

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

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

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

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

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

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

f. Rent re-determinations:

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

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

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

(2) Flat Rents

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

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

- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

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

(2) Minimum Rent

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

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

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (If yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(Select one)

- An organization chart showing the PHA’s management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1,049	
Section 8 Vouchers	1,521	
Section 8 Certificates	91	
Section 8 Mod Rehab	N/A	
Special Purpose Section 8 Certificates/Vouchers (list individually)	10-FSS Vouchers 64-Disabled Vouchers 182-Replacement Certs 36-Disabled Certs	

Public Housing Drug Elimination Program (PHDEP)	1,049	
Other Federal Programs(list individually)		
EDSS	25	

C. Management and Maintenance Policies

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

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

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

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

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

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-

based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (Select all that apply)
- PHA main administrative office
- Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

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

A. Capital Fund Activities

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

(1) Capital Fund Program Annual Statement

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

Select one:

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

-Or-

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

(2) Optional 5-Year Action Plan

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

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

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-Or-

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

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

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

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

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

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

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

Erie Homes 370 Canal Street

Buckner Towers, 717 Cherry Street

Kennedy Towers, 315 S. E. Martin Luther King Blvd.

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:

Erie Homes, 370 Canal Street

Buckner Towers, 717 Cherry Street

Kennedy Towers, 315 S. E. Martin Luther King Blvd.

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

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHA's are not required to complete this section.

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

2. Activity Description

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

Demolition/Disposition Activity Description	
1a. Development name:	Erie Homes
1b. Development (project) number:	IN36P016001
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> On hold, to reactivate application Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	(30/04/03)
5. Number of units affected:	108
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: Upon approval of HOPE VI grant b. Projected end date of activity: 06/30/08

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

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

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

2. Activity Description

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

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

10. Conversion of Public Housing to Tenant-Based Assistance

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

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

2. Activity Description

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

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

(date submitted or approved: _____)

Units addressed in a pending or approved HOPE VI Revitalization Plan
(date submitted or approved: _____)

Requirements no longer applicable: vacancy rates are less than 10 percent

Requirements no longer applicable: site now has less than 300 units

Other: (describe below)

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHA's are not required to complete 11A.

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

2. Activity Description

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

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Sites

1b. Development (project) number: IN016017, 019, 020 & 021
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 01/15/1998
5. Number of units affected: 85
6. Coverage of action: (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

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

2. Program Description:

a. Size of Program

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

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

- 25 or fewer participants
 26 - 50 participants
 51 to 100 participants
 More than 100 participants

b. PHA-established eligibility criteria

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

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

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

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

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

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

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

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

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - Informing residents of new policy on admission and reexamination
 - Actively notifying residents of new policy at times in addition to admission and reexamination.
 - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
 - Establishing a protocol for exchange of information with all appropriate TANF agencies
 - Other: (list below)

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)
- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
 - High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
 - Residents fearful for their safety and/or the safety of their children
 - Observed lower-level crime, vandalism and/or graffiti

- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

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

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

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

Caldwell Homes, Erie Homes, Fulton Square

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

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

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

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

Caldwell Homes, Erie Homes, Fulton Square

C. Coordination between PHA and the police

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

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action

- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

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

Caldwell Homes, Erie Homes, Fulton Square

D. Additional information as required by PHDEP/PHDEP Plan

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

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

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

(Included in ACOP)

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? ____
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

Exemptions from component 17: Section 8 only PHA's are not required to complete this component.
High performing and small PHA's are not required to complete this component.

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

2. What types of asset management activities will the PHA undertake? (select all that apply)
 Not applicable
 Private management
 Development-based accounting
 Comprehensive stock assessment
 Other: (list below)

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

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

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

3. In what manner did the PHA address those comments? (Select all that apply)
 Considered comments but determined that no changes to the PHA Plan were necessary.
 The PHA changed portions of the PHA Plan in response to comments
List changes below:
Eliminated liability insurance for pets.
Bar Procedure established.
 Other: (list below)

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

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

- 2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

- a. Nomination of candidates for place on the ballot: (select all that apply)
 - Candidates were nominated by resident and assisted family organizations
 - Candidates could be nominated by any adult recipient of PHA assistance
 - Self-nomination: Candidates registered with the PHA and requested a place on ballot
 - Other: (describe)

- b. Eligible candidates: (select one)
 - Any recipient of PHA assistance
 - Any head of household receiving PHA assistance
 - Any adult recipient of PHA assistance
 - Any adult member of a resident or assisted family organization
 - Other (List)

- c. Eligible voters: (Select all that apply)
 - All adult recipients of PHA assistance (Public housing and Section 8 tenant-based assistance)
 - Representatives of all PHA resident and assisted family organizations
 - Other (List)

C. Statement of Consistency with the Consolidated Plan

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

- 1. Consolidated Plan jurisdiction: (provide name here) Evansville, Indiana

- 2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (Select all that apply)
 - The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
 - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (List below)

Other: (list below)

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

D. Other Information Required by HUD

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

Attachments

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

Attachment A:	Capital Fund Annual Statement, IN36P01650103
Attachment B:	Capital Fund 5-Year Action Plan
Attachment C:	Performance & Evaluation Report, IN36P01650100
Attachment D:	Performance & Evaluation Report, IN36P01650101
Attachment E:	Performance & Evaluation Report, Replacement Reserves
Attachment F:	Resident Advisory Board/Public Comments
Attachment G:	ACOP
Attachment H:	Section 8 Administrative Plan
Attachment I:	Public Hearing Minutes

**PHA Plan
Table Library**

ATTACHMENT A

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

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

Capital Fund Grant Number IN36P01650103 FFY of Grant Approval: (01/2003)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	337,871
3	1408 Management Improvements	337,871
4	1410 Administration	168,933
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	30,000
8	1440 Site Acquisition	
9	1450 Site Improvement	130,000
10	1460 Dwelling Structures	684,660
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Non-Dwelling Structures	
13	1475 Non-Dwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	1,689,335
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
PHA-Wide	Operations	1406	337,871
PHA-Wide	Resident Initiatives	1408	168,933
PHA-Wide	Employee Training	1408	20,000
PHA-Wide	HTVN	1408	7,000
PHA-Wide	Computer Software	1408	113,938
16-3, Fulton Square	Social Worker	1408	28,000
	Administration	1410	168,933
	Fees & Costs	1430	30,000
16-2, Caldwell Homes	Playground Renovation	1450	65,000
16-3, Fulton Square	Playground Renovation	1450	65,000
16-2, Caldwell Homes	Storm Doors, Front & Rear	1460	206,400
16-3, Fulton Square	Storm Doors, Front & Rear	1460	144,000
16-6, Kennedy Towers	Exterior Renovation	1460	289,260
16-7, Buckner Towers	First Floor Air Conditioner Replacement	1460	45,000

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
16-2, Caldwell Homes	6/30/04	12/31/05
16-3, Fulton Square	6/30/04	12/31/05
16-6, Kennedy Towers	6/30/04	12/31/05
16-7, Buckner Towers	6/30/04	12/31/05

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
See Attachment B				
Total estimated cost over next 5 years				

ATTACHMENT B

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
PHA WIDE	Management Improvements	N/A	N/A	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Resident Initiatives			845,000	2003
Employee Training			150,000	2003
HTVN			40,000	2003
Computer Enhancement			150,000	2003
Social Worker			140,000	2003
Resident Initiatives – Dance Program			60,000	2003
Procurement			465,000	2003
Total estimated cost over next 5 years			\$1,850,000	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016001	Erie Homes	7	6%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Window Replacement Interior Doors HVAC Painting/Drywall Plumbing Floor Replacement Exterior Renovation Bathroom Renovation Kitchen Renovation Site Work Dryer Vents Playgrounds/Basketball Court Appliance Replacement Exterior Doors Electrical				2004
Total estimated cost over next 5 years			7,000,000	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016002	Caldwell Homes	8	4%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Site Work			35,000	2005
Community Building Renovation			50,000	2004
Plumbing			50,000	2005
Bathroom Renovation			37,000	2004
Kitchen Renovation			60,000	2005
Appliance Replacement			15,000	2004
Electrical			35,377	2005
Total estimated cost over next 5 years			282,377	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016003	Fulton Square	9	8%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Security Screens			20,000	2007
Site Work			20,000	2007
Flooring			15,000	2004
Appliance Replacement			10,000	2006
Laundromat			150,000	2006
Maintenance/Management Building Renovation			25,000	2005
Painting/Drywall			30,000	2005
Plumbing			10,000	2005
Electrical			25,000	2005
Exterior Doors			65,000	2007
Kitchen Renovation			40,000	2005
Bathroom Renovation			15,000	2005
Interior Doors			45,000	2005
Recreation Building			150,000	2005
Total estimated cost over next 5 years			635,000	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016005	Terrace Gardens	2	2%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Floor Covering			25,000	2004
Window Treatment			20,000	2004
Interior Painting			20,000	2004
Appliance Replacement			15,000	2005
Electrical			17,000	2005
Plumbing			20,000	2005
Bathroom Renovation			80,000	2005
Kitchen Renovation			80,000	2006
Site Work			15,000	2006
Laundromat			155,000	2005
Interior/Exterior Doors			45,000	200
Senior Recreation Building			150,000	2006
Total estimated cost over next 5 years			642,000	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016006	Kennedy Towers	5	5%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Exterior Painting			80,000	2004
Appliance Replacement			20,000	2005
Total estimated cost over next 5 years			100,000	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016007	Buckner Towers	4	3%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Floor Covering			15,000	2004
Bathroom Renovation			30,000	2006
Plumbing			20,000	2006
Window Treatment			10,000	2007
Appliance Replacement			10,000	2002
Electrical			20,000	2006
Site Work			15,000	2005
Interior Painting			20,000	2004
Total estimated cost over next 5 years			140,000	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016010	Schnute Apartments	7	6%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Floor Covering			5,000	2007
Bathroom Renovation			20,000	2004
Window Treatment			10,000	2004
Appliance Replacement			20,000	2005
1 st Floor Renovation			30,000	2006
Interior Painting			20,000	2004
Electrical			22,377	2004
Plumbing			20,000	2004
Greenhouse Repair			8,000	2004
Total estimated cost over next 5 years			155,377	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016011	White Oak Manor	6	5%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Floor Covering			20,000	2004
Bathroom Renovation			40,000	2005
Window Treatment			20,000	2006
Appliance Replacement			15,000	2005
1 st Floor Renovation			30,377	2005
Interior Painting			40,000	2006
Electrical			15,000	2004
Plumbing			25,000	2005
Total estimated cost over next 5 years			205,377	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016014	Bellemeade-Line Apts.	0	0%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Modernized in 1999.				
Total estimated cost over next 5 years			0	

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016017	Scattered Site-New	1	2%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Modernization included in 2001 Capital Fund budget.				
Total estimated cost over next 5 years				

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016019	Scattered Sites-Existing	4	12%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Modernization included in 2001 Capital Fund budget.				
Total estimated cost over next 5 years				

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016020	Scattered Site-Existing	0	0%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Modernization included in 2001 Capital Fund budget.				
Total estimated cost over next 5 years				

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

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
IN36P016021	Scattered Site-Existing	1	9%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Modernization included in 2001 Capital Fund budget.				
Total estimated cost over next 5 years				

ATTACHMENT C

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

PHA Name: The Housing Authority of the City of Evansville	Grant Type and Number Capital Fund Program: IN36P01650100 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: 2000
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 2)
 Performance and Evaluation Report for Period Ending: 6/30/02
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	348,678	336,629	336,629	301,499
4	1410 Administration	174,339	174,339	174,339	135,594
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	60,000	60,000	60,000	58,448
8	1440 Site Acquisition				
9	1450 Site Improvement	31,962	31,962	31,962	30,659
10	1460 Dwelling Structures	1,057,418	1,069,467	1,069,467	532,458
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-Dwelling Structures				
13	1475 Non-Dwelling Equipment	71,000	71,000	71,000	68,367
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	1,743,397	1,743,397	1,743,397	1,127,025
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				

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

PHA Name: The Housing Authority of the City of Evansville	Grant Type and Number Capital Fund Program: IN36P01650100 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: 2000
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 2)
 Performance and Evaluation Report for Period Ending: 6/30/02
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
23	Amount of line 20 Related to Security	19,678	19,678	19,678	19,678
24	Amount of line 20 Related to Energy Conservation Measures				

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

PHA Name: Evansville Housing Authority		Grant Type and Number Capital Fund Program #: IN36P01650100 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2000			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-Wide	Employee Training	1408.02		30,000	30,000	30,000	15,109	In Progress
	HTVN Subscription	1408.03		8,000	5,368	5,368	5,368	Complete
	Unit Marketing	1408.05		40,000	40,000	40,000	38,740	In Progress
	Resident Initiative – Client Services	1408.06		50,866	58,046	58,046	58,046	Complete
	Resident Initiative – Dance Program	1408.061		12,000	12,000	12,000	7,155	In Progress
	Resident Initiatives Training	1408.063		6,000	6,862	6,862	6,862	Complete
	Grant Writer	1408.07		9,417	0	0	0	
	Computer Management/Training	1408.09		20,000	20,000	20,000	20,000	Complete
	Resident Training – Construction	1408.10		25,000	1,460	1,460	1,460	Complete
	Social Worker, Fulton Square	1408.12		26,351	26,351	26,351	26,351	Complete
	Social Work Intern Program	1408.121		4,900	6,994	6,994	6,994	Complete
	Youth & Adult Services	1408.21		23,350	112,598	112,598	99,194	In Progress
	Youth & Adult Services	1408.211		75,844	0	0	0	See 1408.21
	Youth & Adult Services Contracted	1408		16,950	16,950	16,950	16,220	Ongoing
	Administration	1410		174,339	174,339	174,339	135,594	In Progress
	Fees & Costs	1430		60,000	60,000	60,000	58,448	In Progress
	Landscaping/Site Work	1450.1		31,962	31,962	31,962	30,659	In Progress
Caldwell, 16-2	Roof Replacement	1460.17	172	258,000	258,000	258,000	0	Start 9/02

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

PHA Name: Evansville Housing Authority		Grant Type and Number Capital Fund Program #: IN36P01650100 Capital Fund Program Replacement Housing Factor #:				Federal FY of Grant: 2000		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
Fulton, 16-3	Roof Replacement	1460.17	110	165,000	235,000	235,000	231,127	Complete
Kennedy, 16-6	Elevator Renovation	1460.09	2	50,000	0	0	0	See 50101
Buckner, 16-7	Elevator Renovation	1460.09	2	64,418	0	0	0	See 50101
	Exterior Renovation	1460.15	1	150,000	150,000	150,000	2,159	In Progress
Schnute, 16-10	Elevator Renovation	1460.09	2	50,000	0	0	0	See 50101
	Kitchen Renovation	1460.15	115	230,000	185,000	185,000	134,457	Complete
	Lock/Lever Replacement	1460.20	115	40,000	19,678	19,678	19,678	Complete
White Oak, 16-11	Elevator Renovation	1460.09	2	50,000	1,360	1,360	1,360	See 50101
	Kitchen Renovation	1460.15	115	0	160,439	160,439	101,731	Complete
Terrace Gardens	Exterior Renovation	1460.15	86	0	60,000	60,000	41,946	In Progress
PHA Wide	Computer Hardware	1475.01		20,000	20,000	20,000	17,367	In Progress
	Vehicles	1475.06	3	51,000	51,000	51,000	51,000	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Evansville Housing Authority			Grant Type and Number Capital Fund Program #: IN36P01650100 Capital Fund Program Replacement Housing Factor #:				Federal FY of Grant: 2000	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quart Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
Caldwell, 16-2	9/30/01	6/30/01	6/30/01	6/30/02	6/30/03		Scheduling of Work	
Fulton, 16-3	9/30/01	6/30/01	6/30/01	3/31/03	9/30/02	9/30/02	Work Complete Ahead of Schedule	
Kennedy, 16-6	6/30/01	0	0	0	0	0	Moved to IN36P01650101	
*Buckner, 16-7	6/30/01	3/30/02	3/30/02	6/30/02	3/31/03		Work in Progress	
*Schnute, 16-10	6/30/01	12/31/01	12/31/01	6/30/02		6/30/02	Complete	
*White Oak, 16-11	6/30/01	12/31/01	12/31/01	6/30/02	9/30/02	9/30/02	Complete	
							Elevator funds moved to IN36P01650101	

ATTACHMENT D

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Evansville Housing Authority		Grant Type and Number Capital Fund Program: IN36P01650101 Capital Fund Program Replacement Housing Factor Grant No:			Federal FY of Grant: 2001
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies	<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1)		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/02		<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	171,140	171,140	171,140	72,579
3	1408 Management Improvements	177,540	203,647	194,107	66,137
4	1410 Administration	174,340	174,340	174,340	143,136
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	60,000	60,000	1,750	1,750
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	984,377	958,270	958,270	251,350
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-Dwelling Structures				
13	1475 Non-Dwelling Equipment	211,398	211,398	162,958	132,359
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	1,778,795	1,778,795	1,662,565	667,311
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security	40,000	40,646	40,646	40,646

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

PHA Name: Evansville Housing Authority	Grant Type and Number Capital Fund Program: IN36P01650101 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: 2001
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<input type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/ Emergencies	<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1)
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/02	<input type="checkbox"/> Final Performance and Evaluation Report	

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
24	Amount of line 20 Related to Energy Conservation Measures				

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

PHA Name: Evansville Housing Authority		Grant Type and Number Capital Fund Program #: IN36P01650101 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Operations	1406		171,140	171,140	171,140	72,579	Ongoing
	Employee Training	1408.02		30,000	30,000	30,000	2,150	Ongoing
	HTVN Subscription	1408.03		8,000	8,000	8,000	0	Ongoing
	Unit Marketing	1408.05		45,000	45,000	45,000	3,522	Ongoing
	Resident Initiative – Dance Program	1408.061		12,000	12,000	6,000	814	Ongoing
	Resident Initiatives Training	1408.062		6,000	6,000	6,000	0	Planned
	Computer Management & Training	1408.09		20,000	46,107	46,107	46,107	Complete
	Procurement	1408		0	25,000	25,000	0	Planned
	Resident Training-Construction	1408.10		25,000	0	0	0	Apprentice
	Social Worker – Fulton Square	1408.12		28,000	28,000	28,000	13,544	Ongoing
	Social Worker Intern Program	1408.121		3,540	3,540	0	0	
	Administration	1410		174,340	174,340	174,340	143,136	Ongoing
	Fees & Costs	1430		60,000	60,000	1,750	1,750	Ongoing
Kennedy, 16-6	Elevator Renovation	1460.09	2	50,000	100,000	0	0	From 50100
Buckner, 16-7	Elevator Renovation	1460.09	2	50,000	114,418	0	0	From 50100
Schnute, 16-10	Elevator Renovation	1460.09	2	50,000	100,000	0	0	From 50100
White Oak, 16-11	Elevator Renovation	1460.09	2	50,000	100,000	0	0	From 50100
	Kitchen Renovation	1460.15	115	230,000	24,571	24,571	0	To 50100

Capital Fund Program 5-Year Action Plan

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

CFP 5-Year Action Plan		
<input type="checkbox"/> Original statement <input type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (PHA Fiscal Year)
Total estimated cost over next 5 years		

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

PHA Name: The Housing Authority of the City of Evansville	Grant Type and Number Capital Fund Program Grant No: Replacement Reserve Replacement Housing Factor Grant No:	Federal FY of Grant:
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 4)
 Performance and Evaluation Report for Period Ending: 6-30-01 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	\$155,000	\$155,000	\$155,000	\$155,000
3	1408 Management Improvements	\$309,952	\$412,168	\$412,168	\$290,268
4	1410 Administration	\$30,775	\$30,775	\$30,775	\$30,775
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$80,015	\$80,015	\$14,987	\$14,987
8	1440 Site Acquisition				
9	1450 Site Improvement	\$222,000	\$233,844	\$232,342	\$199,622
10	1460 Dwelling Structures	\$1,941,345	\$2,404,404	\$1,245,353	\$1,145,353
11	1465.1 Dwelling Equipment—Nonexpendable	\$20,000	\$20,000	\$14,611	\$14,611
12	1470 Nondwelling Structures	\$1,482,464	\$842,924	\$615,261	\$527,206
13	1475 Nondwelling Equipment	\$48,977	\$48,977	\$44,047	\$44,047
14	1485 Demolition	\$548,338	\$548,338	\$548,338	\$548,338
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	\$92,272	\$92,272	\$71,772	\$71,772
18	1498 Development Activities	\$2,460,040	\$2,522,461	\$1,880,896	\$621,888
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$7,391,178	\$7,391,178	\$5,265,550	\$3,663,867
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: The Housing Authority of the City of Evansville		Grant Type and Number Capital Fund Program Grant No: <u>Replacement Reserve</u> Replacement Housing Factor Grant No:				Federal FY of Grant:		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Operations	1406		\$155,000	\$155,000	\$155,000	\$155,000	Complete
	Upgrade Phone System	1408.11		\$15,760	\$15,760	\$15,760	\$15,760	Complete
	Resident Training – Landscaping	1408.13		\$24,823	\$24,823	\$24,823	\$24,823	Complete
	Resident Services	1408.12		\$30,216	\$30,216	\$30,216	\$30,216	Complete
	Resident Initiative – Client Service	1408.06		\$41,369	\$41,369	\$41,369	\$41,369	Complete
	PHAS Enhancement Program	1408.19		\$200,000	\$300,000	\$300,000	\$178,100	Ongoing
	Administration	1410		\$30,775	\$30,775	\$30,775	\$30,775	Complete
	Fees & Cost	1430		\$80,015	\$80,015	\$14,987	\$14,987	In Progress
PHA Wide	Site Work	1450		\$133,156	\$135,000	\$133,498	\$133,498	Complete
Erie 16-4	Site Work	1450		\$12,945	\$12,945	\$12,945	\$3,649	Ongoing
Caldwell 16-2	Parking Lot / Street Sealing	1450.05		\$20,000	\$30,000	\$30,000	\$6,576	Bidding
Buckner 16-7	Site Work – Sidewalk Repair	1450.03		\$3,389	\$3,389	\$3,389	\$3,389	Complete
Schnute 16-10	Parking Lot – Renovation	1450.05		\$30,967	\$30,967	\$30,967	\$30,967	Complete
White Oak 16-11	Parking Lot – Renovation	1450.05		\$21,543	\$21,543	\$21,543	\$21,543	Complete
Erie 16-1	Air Conditioners	1460.04		\$25,932	\$60,932	\$25,932	\$25,932	Complete
Caldwell 16-2	Sewer Cleaning	1460.01		\$4,607	\$4,607	\$4,607	\$4,607	Complete
	Electric	1460.02		\$111	\$111	\$111	\$111	Complete
	Roof Replacement	1460.17		\$0	\$1,396	\$1,396	\$1,396	Complete
Fulton 16-3	Heating & Air Conditioning	1460.04		\$282,523	\$282,523	\$282,523	\$282,523	Complete
Lincoln 16-4	Asbestos Removal	1460.13		\$3,968	\$3,968	\$3,968	\$3,968	Complete

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

PHA Name: The Housing Authority of the City of Evansville		Grant Type and Number Capital Fund Program Grant No: <u>Replacement Reserve</u> Replacement Housing Factor Grant No:			Federal FY of Grant:			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Fulton TG 16-5	Air Conditioners	1460.04		\$183,494	\$183,494	\$183,494	\$183,494	Complete
	Window Replacement	1460.08		\$121,670	\$122,682	\$122,682	\$122,682	Complete
	Termite Damage	1460.16		\$2,257	\$2,257	\$2,257	\$2,257	Complete
Kennedy 16-6	Elevator Upgrade	1460.09		\$65,000	\$65,000	\$4,275	\$4,275	Bid 8/02
	Window Replacement	1460.08		\$999	\$999	\$999	\$999	Complete
Buckner 16-7	Exterior Renovation	1460.15		\$100,000	\$100,000	\$100,000	0	In Progress
	Roof Ventilators	1460.06		\$339	\$339	\$339	\$339	Complete
	Carpet Installation	1460.03		\$35,740	\$35,740	\$35,740	\$35,740	Complete
	Air Conditioners	1460.04		\$47,617	\$47,617	\$47,617	\$47,617	Complete
	Window Replacement	1460.08		\$3,298	\$3,298	\$3,298	\$3,298	In Progress
	Elevator Upgrade	1460.09		\$80,000	\$80,000	\$4,275	\$4,275	Bid 8/02
Schnute 16-10	Elevator Upgrade	1460.09		\$85,000	\$85,000	\$4,025	\$4,025	Bid 8/02
	Air Conditioners	1460.04		\$36,624	\$36,624	\$36,624	\$36,624	Complete
	Carpet Installation	1460.03		\$66,262	\$66,262	\$66,262	\$66,262	Complete
White Oak 16-11	Air Conditioners	1460.04		\$39,304	\$39,304	\$39,304	\$39,304	Complete
	Carpet Installation	1460.03		\$73,592	\$73,592	\$73,592	\$73,592	Complete
	Elevator Upgrade	1460.09		\$85,000	\$85,000	\$4,025	\$4,025	Bid 8/02
	Electric	1460.02		\$465	\$465	\$465	\$465	Complete
Bell-Line 16-14	Comprehensive Modernization	1460.16		\$93,744	\$93,744	\$93,744	\$93,744	Complete
Scattered Sites	Roof Replacement	1460.17		\$1,144	\$1,144	\$1,144	\$1,144	Complete

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

PHA Name: The Housing Authority of the City of Evansville		Grant Type and Number Capital Fund Program Grant No: Replacement Reserve Replacement Housing Factor Grant No:			Federal FY of Grant:			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
16-6, 7, 10, 11	Security System	1460.20		\$29,874	\$29,874	\$29,874	\$29,874	Complete
PHA Wide	Interior Painting	1460.05		\$72,781	\$72,781	\$72,781	\$72,781	Complete
	Appliance Replacement	1465.1		\$20,000	\$20,000	\$14,611	\$14,611	Complete
Lincoln 16-4	Senior Citizen Center	1470.02		\$14,796	\$14,796	\$14,796	\$14,796	Complete
Buckner 16-7	Office Addition	1470.01		\$26,527	\$26,527	\$26,527	\$26,527	Complete
	Central Office Renovation	1470.01		\$205,000	\$205,000	\$192,337	\$192,337	Ongoing
	Multi Purpose Addition	1470.04		\$263,114	\$263,574	\$263,574	\$263,574	Complete
	2110 S. Kentucky – Roof Replace.	1470.04		\$19,283	\$19,283	\$19,283	\$19,283	Complete
Fulton 16-3	Management Bldg. Roof	1470.05		\$3,744	\$3,744	\$3,744	\$3,744	Complete
	Office Equipment / Furniture	1475.02		\$20,000	\$20,000	\$15,070	\$15,070	Ongoing
	Vehicle	1475.06		\$28,977	\$28,977	\$28,977	\$28,977	Complete
Erie Homes, 16-1	Renovation	1460		\$400,000	\$825,651	-0-	-0-	
Lincoln 16-4	Demolition	1485		\$548,338	\$548,338	\$548,338	\$548,338	Complete
Erie 16-1	Relocation	1495.1		\$20,500	\$20,500	0	0	
Lincoln 16-4	Relocation	1495.1		\$69,022	\$69,022	\$69,022	\$69,022	Complete
Bell-Line 16-14	Relocation	1495.1		\$2,750	\$2,750	\$2,750	\$2,750	Complete
PHA Wide	Development	1498		\$960,040	\$960,040	\$318,475	\$318,475	Ongoing
	24 Unit Senior Building (New)	1498		\$1,500,000	\$1,500,000	\$1,500,000	\$240,992	Ongoing
	Replacement Housing	1498		0	\$62,421	\$62,421	\$62,421	Complete
Erie Homes, 16-1	Construction Garage/Workshop	1470		\$200,000	\$200,000	\$10,000	\$6,945	Plans 90%
PHA Wide	500 Court Street Purchase	1470		\$750,000	-0-	-0-	-0-	Non-HUD

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name		Housing Authority of the City of Evansville			<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY:	Work Statement for Year 3 FFY Grant: PHA FY:	Work Statement for Year 4 FFY Grant: PHA FY:	Work Statement for Year 5 FFY Grant: PHA FY:	
	Annual Statement					
CFP Funds Listed for 5-year planning						
Replacement Housing Factor Funds						

**Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities**

Activities for Year 1	Activities for Year : ____ FFY Grant: PHA FY:			Activities for Year: ____ FFY Grant: PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See						
Annual						
Statement						
Total CFP Estimated Cost			\$			\$

**Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities**

Activities for Year : ____ FFY Grant: PHA FY:			Activities for Year: ____ FFY Grant: PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
Total CFP Estimated Cost		\$			\$

Capital Fund Program Five-Year Action Plan
Part I: Summary

SAMPLE

PHA Name <i>Anytown Housing Authority</i>						<input type="checkbox"/> Original 5-Year Plan
						<input type="checkbox"/> Revision No:
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2002 PHA FY: 2002	Work Statement for Year 3 FFY Grant: 2003 PHA FY: 2003	Work Statement for Year 4 FFY Grant: 2004 PHA FY: 2004	Work Statement for Year 5 FFY Grant: 2005 PHA FY: 2005	
	Annual Statement					
<i>10-01/Main Street</i>		<i>\$80,000</i>	<i>\$36,000</i>	<i>\$65,000</i>	<i>\$55,000</i>	
<i>10-02/Broadway</i>		<i>\$90,000</i>	<i>\$40,900</i>	<i>\$40,000</i>	<i>\$43,000</i>	
<i>HA-wide</i>		<i>\$100,000</i>	<i>\$50,000</i>	<i>\$35,000</i>	<i>\$27,000</i>	
CFP Funds Listed for 5-year planning		<i>\$270,000</i>	<i>\$162,900</i>	<i>\$140,000</i>	<i>125,000</i>	
Replacement Housing Factor Funds		<i>\$40,000</i>				

**Resident Advisory Board
&
Public Comments
Received**

Comments were received from 3 residents, a property manager and a management assistant.

Most comments concerned work items for the Capital Fund budget and the Bar Procedure. All were in favor of the institution of the Bar Procedure.

Work items requested, in addition to work items submitted earlier this year, include new floors, cabinets, countertops, shower heads, ceiling fans, expansion of Boys & Girls Club facility, new flags (American and POW-MIA), trees cut down, laundry area renovation, playground, storm doors, a new vehicle for Fulton.

In response, storm doors and playgrounds are included in the 2003 Capital Fund budget. All other items will be considered in future budgets.

Copies of comment forms and letters are on file at EHA offices.

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Evansville Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Evansville 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.

No person shall, on the grounds of race, color, age, sexual orientation, creed, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Evansville Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Evansville Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available in the Management Office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Evansville Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them the appropriate housing discrimination telephone number, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Evansville 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. This policy clarifies how people can request accommodations and the guidelines the Evansville Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Evansville Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

2.1 QUESTION TO ASKING GRANTING THE ACCOMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities has a record of such impairment or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Evansville Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Evansville Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Evansville Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Evansville Housing Authority's business is housing. If the request would alter the fundamental business that the Evansville Housing Authority conducts, that would not be reasonable. For instance, the Evansville Housing Authority would deny a request to have the Evansville Housing Authority do grocery shopping for a person with disabilities.
2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Evansville Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

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

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

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Evansville Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the

Evansville Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Evansville 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.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Evansville Housing Authority will endeavor to have bilingual staff or access to people/agencies who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

French, Russian, Spanish, German & Latin

4.0 FAMILY OUTREACH

The Evansville Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in the following manner:

Evansville Courier & Press (General Newspaper)
Our Times (Minority Media)
Channel 7 Public Service Announcements
Radio
Maturity Journal

To reach a person, who cannot or do not read the newspapers, the Evansville Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with area churches. The Evansville Housing Authority will also try to utilize public service announcements.

The Evansville Housing Authority 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.

5.0 RIGHT TO PRIVACY

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. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

The Evansville Housing Authority will have in each of its Management Offices a copy of our Policies and Procedures for review upon request which include:

- A. Income Limits for Admissions
- B. Excess Utility Charges
- C. Utility Allowance Schedule
- D. Current Schedule of Routine Maintenance Charges
- E. Dwelling Lease
- F. Grievance Procedure

In each of its Management Offices, the Evansville Housing Authority will post, in a Conspicuous place and at a height easily read by all persons including persons with Mobility disabilities, the following information:

- A. Fair Housing Poster
- B. Equal Opportunity in Employment Poster
- C. Any current Evansville Housing Authority Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at the Management Offices of:

ERIE HOMES
370 Canal Street

CALDWELL HOMES
736 Cross street

FULTON SQUARE
1328 Dresden

BUCKNER TOWER
717 Cherry Street

KENNEDY TOWER
315 S.E. MLK. JR. BLVD

SCHNUTE APARTMENT
1030 W. Franklin Street

WHITE OAK MANOR
509 N. St. Joseph Ave

Applications are taken to compile a Waiting List due to the demand for housing in the Evansville Housing Authority jurisdiction; the Evansville Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Evansville Housing Authority will verify the information.

Applications may be made in person at any of the above listed communities. Applications may be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Evansville Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Evansville Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 428-8566.

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.

If the family is determined to be preliminary eligible they will be notified in writing and advised of the bedroom determination which appears to best meet the family's needs, consistent with the Evansville Housing Authority's established Occupancy Standards and advised of approximately how long it will be before the Evansville Housing Authority anticipates the interview for a determination of final eligibility.

If the family is determined to be ineligible for the waiting list they will be notified in writing with the reason for ineligibility and the family's right to request a review of the decision should they disagree. This notice will include the procedure and time frame to be followed by the family in making such a request.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Evansville Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application or applicant interview. The full application takes place when the family *nears* the top of the waiting list. The Evansville Housing Authority 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.

An applicant head of household who is not yet age 18 will not be considered eligible for the waiting list nor for occupancy. However, if there are co-heads of household and at least one of the co-heads is an "adult" (i.e., age 18+) the family will not be determined ineligible for program participation if they are otherwise eligible. Such families must still meet the definition of family (i.e., traditional or non-traditional).

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Evansville Housing Authority screening criteria in order to be admitted to public housing.

8.2 **ELIGIBILITY CRITERIA**

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
 - a. 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;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. 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.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. **A remaining member of a tenant family.**
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to developments that were available for occupancy before 10/1/81, 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.
2. To be eligible for admission to developments 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.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. 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 Evansville Housing Authority.
5. If the Evansville Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule)

- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members (six) 6 years of age and older must provide a Social Security number prior to admission. Verification will be completed through the provision of a valid Social Security card issued by the Social Security Administration or other forms of verification deemed acceptable by the Authority. Acceptable alternate forms of verification will include: benefit award letters, payroll records, driver's license and INS letters/documents. This list may be periodically amended. Supervisory staff may authorize the use of other forms of verification on a case-by-case basis.

Failure of the family member to comply will result in a determination of ineligibility and the family will be notified accordingly.

E. Signing Consent Forms

1. 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.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Evansville Housing Authority to obtain from State Wage Information Collection Agencies (SWICA) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
 - b. A provision authorizing HUD or the Evansville Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. 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
 - d. 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.

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Evansville Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Evansville Housing Authority employees, or other people residing in the

immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The Evansville Housing Authority will consider objective and reasonable aspects of the family's background, including but not limited to the following:

1. History of meeting financial obligations, in general, and rent obligations in Particular;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Evansville Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Evansville Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members; If no prior history is available, applicant will be required to provide letters of reference (by a non-family member) example:
 1. Church
 2. School
 3. Teacher
 4. Social Worker
 5. Caseworker

Note: IN NO CASES WILL THERE BE A REFERRAL ACCEPTED FROM AN EVANSVILLE HOUSING AUTHORITY EMPLOYEE.

3. A Criminal- History background check on all adult household members, including live in aides. This check will be made through State, Local and/or Federal Law enforcement or court records in those cases where the household member has

lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Evansville Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

4. A home- Visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUND FOR DENIAL

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

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any federally funded programs, or to EHA or any Housing Authority in connection with their Public Housing or Section 8 Programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within three years of the projected date of admission 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;

- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Evansville Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the Evansville Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. Has otherwise been rehabilitated successfully; or
 - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Evansville Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. Is currently on the Evansville Housing Authorities barred list.
- Q. **Denied for Life:** If any family member has been convicted of manufacturing or producing any illegal drug in a public housing development or in a Section 8 assisted property;
- R. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 *INFORMAL REVIEW*

- A. Before the Evansville Housing Authority denies admission to the public housing program on the basis of a criminal record, The Evansville Housing Authority will notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. (CFR 960.205)
- B. If the Evansville Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Evansville Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Evansville Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Evansville Housing Authority who will be known as the impartial arbiter and may be the person who made or approved the decision under review or subordinate of that person. The applicant must be given the opportunity to present written or oral objections to the Evansville Housing Authority's decision. The arbiter will conduct the informal review and decide the issue.

The arbiter for the Evansville Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- C. The participant family may request that the Evansville Housing Authority provide for an Informal Hearing after the family has been notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family 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.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 *OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published as described in Section 4.0. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published as stated in Section 4.0.

9.2 *ORGANIZATION OF THE WAITING LIST*

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file, unless determined to be inactive;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Evansville Housing Authority and the applicant will be documented in the applicant file.

9.3 *PURGING THE WAITING LIST*

The Evansville Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Evansville Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Evansville Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.5 MISSED APPOINTMENTS

All applicants who fail to keep two (2) secondary scheduled appointments with the Evansville Housing Authority will be sent a notice of termination of the program for eligibility.

The Evansville Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Evansville Housing Authority 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.

9.6 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Evansville Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Evansville Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Evansville Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The Evansville Housing Authority will select families based on the following preferences within each bedroom size category:

- A. **Elderly/Disabled Family** (100 points)
- B. **Displaced person(s)**: Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster or otherwise formally recognized pursuant to Federal Disaster Relief Laws. (75 points)

- C. **Working Family:** Applicants with an adult family member enrolled in an **employment training program, currently working 20 hours a week**, or attending school on a full-time basis. (25 points)
- D. **Victims of Domestic Violence.** (25 points)
- E. **All other applicants.**

The date and time of application will be noted and utilized to determine the sequence within the above-described preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated as Elderly Only Housing: The Kennedy Tower, Buckner Tower, Schnute Apartment and White Oak Manor have been approved by HUD as being designated for elderly only. In filling vacancies in these developments, first priority will be given to elderly families. If there are no elderly families on the lists, next priority will be given to the near-elderly. If there are no near-elderly families on the list, units will be offered to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated for Disabled Only Housing: The Fulton Terrace Gardens, Caldwell Terrace Gardens and Bellemeade Line have been approved by HUD as being designated for persons with disabilities only. In filling vacancies in these developments, first priority will be given to disabled families. If there are no disabled families on the list, next priority will be given to elderly families, if there are no elderly families on the lists; next priority will be given to the near-elderly. If there are no near-elderly families on the list, units will be offered to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1

1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

In determining bedroom size, the Evansville Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Evansville Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned.

In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for two (2) or until the family size changes, whichever may occur first.

- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Evansville Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. 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.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The Evansville Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

It is Evansville Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Evansville Housing Authority 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.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

10.5 DECONCENTRATION INCENTIVES

The Evansville Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.6 OFFER OF A UNIT

When the Evansville 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 Evansville Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Evansville Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Evansville Housing Authority will send the family a letter documenting the offer and the rejection.

10.7 REJECTION OF UNIT

If in making the offer to the family the Evansville 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 be otherwise penalized.

If the Evansville Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family may be allowed to receive a second offer. If the second offer is rejected 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 family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Evansville Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit is established for all families and the near-elderly as **\$150.00, and \$75.00** for all elderly households. The Evansville Housing Authority may allow for one-half of the required deposit and the remainder to be paid at a rate of not less than \$20.00 per month until the balance is paid in full if evidence of family financial hardship is demonstrated.

Security Deposits do not earn interest. The Evansville Housing Authority instead agrees to fund, annually, recognized Resident Councils activities in an amount based on the number of units in each development.

The Security Deposit will be returned, less any applicable charges, to the tenant after move-out, if the following conditions are met:

- a) There is no unpaid rent and/or charges for which the resident is liable under the lease or as a result of breaching the lease.
- b) The dwelling unit and all equipment are left clean, and all trash and debris have been removed by the family.
- c) There is no breakage or damage beyond that expected from normal wear and use.
- d) There was proper notice given under the lease and all keys issued have been returned to the management office when the family vacates the dwelling unit.
- e) All obligations under the lease have been fully performed.

The Security Deposit may not be used to pay charges during the tenant's occupancy. **The Evansville Housing Authority will also assess a reasonable pet deposit for the keeping of pets covered under the Evansville Housing Authority "Pet Policy."**

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.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Evansville Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Evansville Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

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 the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not 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 is included in income, except to the extent the withdrawal is a 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 are not 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 an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes 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 amounts 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 amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- 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. 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:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. 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.
 2. If the amount of welfare is reduced due to an 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.

3. 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.
-
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
 - H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

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 persons 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;
- 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;
- 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. The amounts received from the following programs:
 1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability 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);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. 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 a 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;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides 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 purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
 - b. 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 begins 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 terminated from employment with good cause, the exclusion period shall end.

- c. Earnings and benefits means: the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- 11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
 - c. Families who are or were, within 6 months, assisted under a State TANF program.
- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. 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;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
 - o. Payments for living expenses under the Americorps Program
 - p. *Lowest income of a working couple.*

The Evansville Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.

- E. Child care expenses.

12.0 VERIFICATION

The Evansville Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified.

Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Evansville Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Evansville Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Evansville Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Evansville Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Evansville Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	<ul style="list-style-type: none"> - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Evansville Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Evansville Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Evansville Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Evansville Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least six (6) years of age must provide verification of their Social Security number. New family members at least six (6) years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six (6).

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Evansville Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Evansville Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

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.

When an interim reexamination is conducted, the Evansville Housing Authority will verify and update all information related to family circumstances and level of assistance.

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six (6), their verification will be obtained at the next regular reexamination.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- 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 formula 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 formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

The family will pay the greater of the total tenant payment or the minimum rent of **\$25.00** but never more than the flat rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H) (11), 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, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The Evansville Housing Authority has set the minimum rent at \$25.00. However if the family requests a hardship exemption, the Evansville Housing Authority will immediately suspend the minimum rent for the family until the Evansville 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;
 - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - 5. 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 not be imposed for a period of 90 days from the date of the family's request. 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 the Section 19 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. Re-exams should be conducted every 90 days.
- 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.

13.4 THE FLAT RENT

The Evansville Housing Authority 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 condition, amenities, services, and neighborhood. The Evansville Housing Authority 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. The Evansville Housing Authority has to option to continue with the Flat Rent figures or adjust them according. Affected families will be given a 30-day notice of any rent

change. Adjustments are applied on the recertification date for each affected family (for more information on flat rents, see Section 15.3).

The Evansville Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Evansville Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Evansville Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Evansville Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 UTILITY ALLOWANCE

The Evansville Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance 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 allowance, the

Evansville Housing Authority 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.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Evansville Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. For Evansville Housing Authority paid utilities, the Evansville Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Evansville Housing Authority will be billed to the tenant monthly. Families with high utility costs are encouraged to contact the Evansville 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.

13.7 PAYING RENT

Rent and other charges are due and payable on the first (1st) day of the month. All rents should be paid at the Development Offices. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

If the rent is not paid by the seventh (7th) of the month, a Notice of Lease Termination and Eviction for Non-Payment of Rent (14 Day Notice to Vacate) will be issued to the tenant. In addition, a \$15.00 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25.00 for processing costs. If the tenant has tendered a check for payment which is returned for insufficient funds the EHA may refuse to accept such form of payment in the future.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight (8) 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 unless they are exempt from this requirement.

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 years of age or older
- B. Family members who are blind or disabled
- C. Family member who is the primary care giver for someone who is blind or disabled
- D. Family members engaged in a work activity

- E. 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
- F. Family members receiving assistance 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

14.3 NOTIFICATION OF THE REQUIREMENT

The Evansville Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Evansville Housing Authority 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 Evansville Housing Authority 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 October 1, 1999. For family's 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.

14.4 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 Evansville Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Evansville Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. 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. Time sheets are due in by the last day of the month.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Evansville Housing Authority will notify any family found to be in noncompliance of the following:

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

14.7 OPPORTUNITY FOR CURE

The Evansville Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the recertification 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.

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 by more than three (3) hours after three (3) months, the Evansville Housing Authority shall take action to terminate the lease.

15.0 RECERTIFICATIONS

At least annually, the Evansville Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size. Families with an unstable income such as a business owner, temporary worker or those with zero income shall be on a 90 day reexamination cycle.

15.1 GENERAL

The Evansville Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. 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 can make their final decision regarding which rent method they will choose.

The letter also includes, for those families paying the formula 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 Evansville Housing Authority 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.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Evansville Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula 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.
- D. 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.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-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 formula method would be more financially feasible for the family.
- F. The dates upon which the Evansville Housing Authority 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.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their recertification date, Evansville Housing Authority will send a reexamination letter to the family offering the choice between a flat and a formula rent. **The opportunity to select the flat rent is available only at this time.** At the appointment, the

Evansville Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Evansville Housing Authority representative, they may make the selection on the form and return the form to the Evansville Housing Authority. In such case, the Evansville Housing Authority will cancel the appointment.

15.4 THE FORMULA 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 consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Evansville Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

The family will pay the greater of the total tenant payment or the minimum rent of \$25.00, but never more than the flat rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the recertification date with a thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the recertification date.

If the family caused the delay, then any increase will be effective on the recertification date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, all information involving the residents' income will be reviewed and verified.

Families are required to report any increase in income or decreases in allowable expenses between annual reexaminations. The **increases will not be computed** until recertification.

Families are required to report the following changes to the Evansville Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.

- B. A household member is leaving or has left the family unit.
- C. All changes in income

In order to add a household member (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one 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 Evansville Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review.

If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula 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 paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Evansville Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Evansville Housing Authority may schedule special reexaminations every ninety (90) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay in determining reexamination data, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a re-location when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Evansville Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. **(Not used for a Scattered Site transfer)**

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family, needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Evansville Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Evansville Housing Authority when a transfer is the only or best way of solving a serious problem.

16.3 DOCUMENTATION

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.

16.4 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for two years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;

- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the Evansville Housing Authority and has not paid late rent for at least one year;
- E. The family has passes housekeeping inspections and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers will be worked into new move-ins as quickly as possible, considering the workload of the Maintenance Department and the need to maintain a high level of occupancy.

Resident request for transfer must be made to the Property Manager and will be considered but due to the time and cost of renovating units they will normally not be granted unless compelling health reasons are present or the resident can show the move is necessary to meet the Occupancy Standards.

Required transfers will only be made within the same development or location, unless the required size does not exist. If the required size does not exist the Director of Management will review the case and may require the family to move to a different location, taking into account the needs and circumstances of the family. The development location will be based on vacancy rate of the chosen site.

The unit which the resident is leaving must be in good condition. The resident will be assessed for all damages. The resident will transfer at their own expense. No resident will be transferred whose unit shows a pattern of abuse or neglect.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and the family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both beyond the seven (7) days.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Evansville Housing Authority and the family rejects two offers without good cause, the Evansville Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Evansville Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per sleeping room.

- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer 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. When the transfer 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 Evansville Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Evansville 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.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Evansville Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Evansville Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Evansville Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Evansville Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE EVANSVILLE HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

A Property Manager of the Evansville Housing Authority and the head of household will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Evansville Housing Authority file and a copy given to the family member. An authorized Evansville Housing Property Manager will inspect the premises at the time the resident vacates and will furnish a Request for Refund/Charges Due provided the resident turns in an Intent to Vacate. The resident's security deposit can be used to offset against any Evansville Housing Authority damages to the unit.

On a regularly scheduled basis, the Evansville Housing Authority shall conduct an inspection of the occupied unit. The written inspection report will serve as as documentation in the determination of needed maintenance or repairs, to assess damage over and above the normal wear and use, and to determine that the family is maintaining the unit according to Authority standards. Failure to maintain the dwelling unit and premises in a safe, sanitary, and undamaged condition may result in lease termination. The appropriate two-day notice shall be given to the resident prior to the conduct of any inspection unless the resident is on a housekeeping addendum.

The series of inspections include but are not limited to Move-In, Annual, Preventative Maintenance, Housekeeping, Emergency, Pre-Move-out, Move-Out and Special Inspections.

18.0 PET POLICY

EVANSVILLE HOUSING AUTHORITY PET POLICY

Addendum to Lease Agreement

Background Information – Pet Policy Statement

Title I of the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.), as amended by the provisions of the Quality Housing and Work Responsibility Act of 1998 (P.L. 105-276, approved Oct. 21, 1998), SECTION 526- PET OWNERSHIP, was further amended by adding the following new section: "SECTION 31. PET OWNERSHIP IN PUBLIC HOUSING"

"(a) OWNERSHIP CONDITIONS- A resident of a dwelling unit in public housing may own 1 or more common household pets or have 1 or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations and with the policies established in the public housing agency plan for the agency."

"Common household pets" shall be permitted in all rental units of the Evansville Housing Authority. However, the adherence to specified rules and regulations is required. The following rules and regulations are established to govern the keeping of pets by residents on any and all property owned and operated by The Evansville Housing Authority.

1. The Head of Household may obtain renter's liability insurance. The Head of Household must also provide proof of renter's insurance to his/her Property/Site Manager and keep such insurance current during the time the pet is kept in the rental unit.
2. A **Pet Deposit of \$300.00 per pet** will be required to be paid in full before pet admittance. The Pet Deposit shall be used to cover reasonable expenses directly attributable to the presence of the pet, such as repairs and/or deodorizing the apartment/house. This Pet Deposit shall be refunded within thirty (30) days upon the removal of the pet and verification that the apartment/house complies with the existing Housing Quality Standards.
3. Residents are limited to no more than two (2) common household pets in their apartment or house. Common Household pets as defined for this policy are limited to: caged birds, fish, cats, dogs, salamanders, gerbils, and hamsters.
4. No animal listed as a "prohibited animal" as defined by the Animal Control Chapter of the City Code, Title 9.90.01 Etc seq., which includes but is not limited to non-domesticated, vicious, exotic, poisonous or dangerous animals, shall be permitted.
3. Aquariums shall be limited to a fifty-five (55) gallon tank
4. Salamanders, gerbils and hamsters shall not exceed twelve (12") inches in length and must remain in a cage or tank at all times.
5. The adult weight of any pet must not exceed twenty-five (25 lbs.) pounds and must not be more than ten to twelve (10"-12") inches in height at shoulders.
6. Birds must be caged at all times.
7. Dogs must be on a dog leash while outside the unit. The maximum length of the leash is four (4) feet. No person under eighteen (18) years of age may walk a dog or cat without a responsible adult. The Resident must immediately remove any dog feces droppings. The Resident walking a dog must have in their possession a "pooper scooper", plastic bag, or similar device to pick up the pet's excrement.
8. Should the Resident be placed on a Housekeeping Addendum, the pet may be required to be removed from the home. The Resident shall take adequate precautions to eliminate any pet odors within or around the unit and maintain the unit in a sanitary condition at all times.
9. Cats:
 - Must be spayed or neutered.
 - Must have current city and township licenses. These licenses must be worn on collars at all times.
 - Must have proof of annual check up and all appropriate vaccinations. Cats must be checked for intestinal parasites.
 - Cats must be de-clawed.
 - Litter boxes must be made of plastic or stainless steel.
 - Litter must be changed twice per week.
 - Used litter must be put in a plastic bag and disposed of properly by the Resident.
 - Will not be allowed to roam loose or be permitted in the common areas, office lobby or elevators.

- Resident must use the freight elevator only, when leaving or entering the building.
- Cats must have rabies shots and other necessary vaccinations. Also, it is strongly recommended that cats have the following shots: feline leukemia and FVRCP. Proof must be shown at each re-examination following initial move-in.
- Resident may be required to show proof of additional inoculations.

10. Dogs:

- Must be spayed or neutered.
- Must have current city and township licenses. These licenses must be worn on collars at all times.
- Dogs must have proof of annual check-up and the following shots: rabies, DHLPP and Parvo. Proof must be shown at each re-examination following initial move-in.
 - Adult weight must not exceed twenty-five (25 lbs.) pounds and must not be more than ten to twelve (10"-12") inches in height at shoulders.
- Resident may be required to show proof of additional inoculations.
- Will not be allowed to roam loose or be permitted in the common areas, office lobby or elevators.
- Resident is responsible for disposing of feces dropped.
 - Resident must use the freight elevator only, when leaving or entering the building

11. Resident must see that their pet is kept in a clean, sanitary and healthy manner and is not confined so as to be forced to stand, sit, or lie in its own excrement. The pet must have sufficient and wholesome food and water. In addition, the pet must receive proper medical care as necessary to prevent the transmittal of a disease to other animals or humans. In the case of dogs and cats, the pet shall be properly treated to prohibit flea infestation of the animal and the unit. No pet may be kept in violation of State or Local Animal Control regulations, ordinances, humane or health laws.

12. Food for all pets cannot be left in the feeding dish on the floor, counter or anywhere in the unit for any unreasonable period of time.

13. No visiting pets will be allowed. No "animal" sitting will be allowed. Only a registered pet that belongs to the Resident is permitted.

14. Should it become necessary for the EHA staff to remove pet waste from any common area, there will be a \$50.00 charge.

15. There will be a \$75.00 charge for treatment of your apartment and/or \$150.00 charge for a house infested with fleas.

16. Pets cannot be left unattended for more than eight (8) hours in the dwelling units.

17. Pets must be kept in the pet carrier if Maintenance has to service the apartment, Management has to conduct an inspection, or an authorized Contractor, such as the Exterminator, has to work in the unit. Should the unit require extermination by spraying chemicals, the Resident must remove the pet from the household.

18. No dog is to be staked or tied to the building, doors, trees or anywhere on the grounds.

19. If barking becomes a problem, the resident will be required to remove the dog.

20. Resident must provide a photo of each pet to be placed in the Resident file at initial occupancy and annual re-certification along with proof of shots and license. The Property/Site Manager will periodically view the pet and note the description on back of the COP sheet.

21. Resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other Residents; whether by loud barking, howling, biting, scratching, chirping or other such activities.

22. Residents shall not alter their unit, patio, yard or unit area to create an enclosure for an animal.

23. Residents are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission from the EHA.

24. The Resident is responsible for any and all actions and/or damages by their pet.

- 25. Violation of any of these rules set forth in this policy shall be grounds for eviction.
- 26. If changes occur, such as the pet dying or removal from the unit, the Resident must report the change to the Property/Site Manager within ten (10) days. The Property/Site Manager must verify the information received and conduct an inspection of the unit for damages.
- 27. A "Pet Custodian" must be named in the event of any Emergency.
- 28. If, while on Evansville Housing Authority property, a person is bitten by a Resident's pet, the Resident must remove the pet within twenty-four (24) hours. This does not apply in cases of burglary.

Unreasonable noise or annoyance to other Residents that is created by the animal shall be grounds for the Evansville Housing Authority to require its permanent removal from the property. Written warning notification of a noise violation shall be issued by the Property/Site Manager upon complaints received from Residents; Three (3) such written warning notifications shall constitute grounds for removal of pets. The EHA grievance procedures shall apply to any Resident requested to remove their pet.

PET CUSTODIAN

NAME _____

Address _____

Phone _____

I have received the written Pet Policy and have been given permission from the Evansville Housing Authority to keep the following pet(s) in my residence:

_____ Description of pet

_____ Pet's name

I have read and fully understand the above rules and regulations regarding pets in Evansville Housing Authority rental units and will abide by these rules and regulations.

Resident Signature Date

Property/Site Manager Date

19.0 REPAYMENT AGREEMENTS

When a resident owes the Evansville Housing Authority back charges (excluding rent) and is unable to pay the balance by the due date, the resident may request that the Evansville Housing Authority allow them to enter into a Repayment Agreement. The Evansville Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. 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.

The Evansville Housing Authority will allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

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 evictions procedures.

20.0 TERMINATION

20.1 *TERMINATION BY TENANT*

The tenant has the right to tender notice of their intent to vacate the premises. Such notice shall be in writing and must be tendered at least fifteen (15) days prior to the intended date of vacancy. The family's notice must be delivered to the applicable management office or sent first class mail and properly addressed to the Evansville Housing Authority main office at 500 Court Street, Evansville, IN 47708.

Should the family vacate without giving the required fifteen (15) day written notice, or should the family vacate after giving the fifteen (15) day notice but prior to the expiration of the fifteen (15) day written notice, the Evansville Housing Authority may deduct from the tenant's security deposit any portion of the tenant rent which remains unpaid for the specified fifteen (15) day period or the date the unit is re-rented, whichever occurs first.

20.2 *TERMINATION BY THE HOUSING AUTHORITY*

The Evansville Housing Authority after 10/1/2000 will not renew the lease of any 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.

The Evansville Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;

- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Evansville Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. 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 Evansville Housing Authority; and
- M. Other good cause.

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

20.3 ABANDONMENT

The Evansville Housing Authority 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. The Evansville Housing Authority will begin the eviction process through the court's legal system.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the Evansville Housing Authority will return the security deposit within forty-five (45) or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

21.0 RESIDENT IDENTIFICATION SYSTEM

Prior to executing a lease with the Evansville Housing Authority, all persons twelve (12) years of age and older who will reside in the dwelling are required to have a Resident Identification Card made and agree to keep it on their possession whenever on EHA property.

GLOSSARY

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: The amount of household income, after deductions for specified allowances are met on which tenant rent is based. (24 CFR 5.611)

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.

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: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

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.)

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 for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the

amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICA, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: 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.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and 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))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or; one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802). Drug-Related Criminal Activity includes cases in which a resident or a family member residing with the resident engages in the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell,

distribute, use, or possess a controlled substance, either on or off the premises; and in cases where a person not residing with the resident but who is on the resident's premises with consent engages in the sale, distribution, manufacture, use or possession of illegal drugs while on the premises.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; 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 one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

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)

Family includes but is not limited to:

- A. A family with or without children;
- B. A traditional family
- C. A non-traditional family
- D. An elderly family;
- E. A near-elderly family;
- F. A disabled family;
- G. A displaced family;
- H. The remaining member of a tenant family; and
- I. A single person who is not an elderly or displaced person, 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.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula 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.

Formula 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 formula method, rents may be capped by a flat rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution

includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

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.

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).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertification's when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with an elderly, disabled or handicapped person and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and employed to provide some level of medical service. Any such costs to the resident will be included in the calculation of total medical expense.
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))
- D. Inclusion of the additional persons is still in keeping with the unit size prescribed in the agency's occupancy standards for an elderly/handicapped person

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

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))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (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; 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))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding 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 shall be excluded.
- B. In cases where a trust fund has 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.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Non-Traditional Family: Two or more persons sharing residency whose income and resources are available to meet the family's needs and where there is evidence that a stable relationship exists. Such evidence must be demonstrated through two or more documents of the following nature: birth certificates evidencing joint parenthood of one or more of the children, joint savings/checking accounts, proof of common law marriage if parties currently reside in or have previously resided in a state or locality which recognizes common law marriage, current lease naming both parties as co-heads, agreements for major purchases, life and/or medical insurance policies naming both parties, school or baptismal records identifying co-heads as parents of children, other items of equal weight.

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, 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 such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Pro-ration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

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

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

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: Someone living alone or intending 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. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

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: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are 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))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

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.

Traditional Family: The household must provide any of the following forms of documentation, as appropriate: marriage license, proper and legally executed guardianship papers, adoption papers and/or birth certificates.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

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

ACRONYMS

ACC Annual Contributions Contract

CFR Code of Federal Regulations
FSS Family Self Sufficiency (program)
HCDA Housing and Community Development Act
HQS Housing Quality Standards
HUD Department of Housing and Urban Development
INS (U.S.) Immigration and Naturalization Service
NAHA (Cranston-Gonzalez) National Affordable Housing Act
NOFA Notice of Funding Availability
OMB (U.S.) Office of Management and Budget
PHA Public Housing Agency
QHWR Quality Housing and Work Responsibility Act of 1998
SSA Social Security Administration
TTP Total Tenant Payment

Appendix I

Income Limits and Deconcentration Worksheet

Development Name	Number of Units Under ACC	Number of Occupied Units	Number of Units Occupied by Very Poor Families	% Occupied by Very Poor Families

%Very Poor in

Census Tract

Target Number

Number needed of below 30% of median area income

Number needed above 30% of median area income

Waiting list number of families Appendix 2

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING POLICY AND EQUAL OPPORTUNITY HOUSING PLAN

It is the policy of the Evansville Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the EHA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Housing Choice Voucher Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide access to information to Housing Choice Voucher participants regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicants/participants file.

For families and/or individuals who report apparent discrimination in obtaining assisted housing, the EHA shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the nearest HUD Office of Fair Housing and Equal Opportunity. For example, a resident may be trying to obtain other rental housing and/or is attempting to purchase a home and experiences apparent discrimination.

2. Equal Opportunity Housing Plan: The EHA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:
 - The fair housing act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
 - Title VI of the Civil Rights Act of 1964, 42 U. S. C. 2000d (implementing regulations at 24 CFR part1);
 - The age discrimination act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);
 - Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
 - Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. 794 (implementing regulations at 24 CFR, part 8; and
 - Title II of the Americans with Disabilities Act, 42 U. S. C.12101, et seq.

3. Equal Opportunity Posting Requirements:

There shall be maintained in the EHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- Statement of Policies and Procedures Governing the Section 8 Administrative Plan.
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Income Limits for Admission.
- Utility Allowances.
- Informal Review and Hearing Procedure.
- Fair Housing Poster.
- "Equal Opportunity in Employment" Poster.

4. **PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release information concerning Housing Choice Voucher participants. Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations (Reference HUD Form 9886).

No person shall, on the grounds of race, color, sex, age, sexual orientation, creed, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Evansville Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Evansville Housing Authority will provide Federal/State/local information to applicants and participants in the Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Evansville Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Evansville Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Evansville Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Evansville 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 fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Evansville Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Evansville Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Evansville Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Evansville Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Evansville Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Evansville Housing Authority's business is housing. If the request would alter the fundamental business that the Evansville Housing Authority conducts, that would not be reasonable. For instance, the Evansville Housing Authority would deny a request to have the Evansville Housing Authority do grocery shopping for the person with disabilities.
2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Evansville

Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

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

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

The cost necessary to carry out approved requests will be borne by the Evansville Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Evansville Housing Authority will seek to have the same entity pay for any restoration costs.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.4 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS & PARTICIPANTS

In determining whether it is feasible to translate documents into other languages, the HA will consider the following factors:

Number of applicants and participants who do not speak English and speak the other language.

Cost of translation into the other language per/client who speaks the language.

Evaluation of the need for translation by agencies that work with the non-English speaking clients.

The availability of organizations to translate documents, letters and forms for non-English speaking families.

The Evansville Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages will be covered:

**French, Russian, Spanish, & German
May provide others as available.**

1.5 FAMILY/OWNER OUTREACH

The Evansville Housing Authority will publicize the availability and nature of the Housing Choice Voucher Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the Evansville Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Evansville Housing Authority will also try to utilize public service announcements.

The Evansville Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Evansville Housing Authority will hold briefings for owners who participate in or who are seeking information about the Housing Choice Voucher Program. Owners and managers participating in the Housing Choice Voucher Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program guidelines: Emphasis is placed on quality screening and ways the Evansville Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Evansville Housing Authority staff.

The Evansville Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.6 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.7 PROCEDURE POLICY

The Leased Housing Department of the Housing Authority for the City of Evansville will utilize the standard operating procedure and administrative practices as approved by the Evansville Housing Authority's Board of Commissioners. The EHA will continue to implement new practices as mandated by the U. S. Department of Housing and Urban Development. These regulations and practices are available for public review for the EHA's administrative offices located at 500 Court Street, Evansville, IN 47708.

1.8 PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency and a copy provided to HUD.

1.9 RULES AND REGULATIONS

This Administrative Plan is set forth to define the HA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

1.10 REQUIRED POSTINGS

The Evansville Housing Authority will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Housing Choice Voucher Program Administrative Plan is available for review.
- B. Open Occupancy Notice. (Applications being accepted and/or not accepted)
- C. Address of all Evansville Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation shall be posted on the door.
- D. Income Limits for Admission will be posted.
- E. Utility Allowances.
- F. Informal Review and Formal Hearing Procedures

- G. Fair Housing Poster
- H. Equal Opportunity in Employment Poster

2.0 EVANSVILLE HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Evansville Housing Authority, the Housing Choice Voucher Owners/Landlords, and the participating families.

2.1 EVANSVILLE HOUSING AUTHORITY RESPONSIBILITIES

- A. The Evansville Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Evansville Housing Authority Housing Choice Voucher Administrative Plan.
- B. In administering the program, the Evansville Housing Authority must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Actively pursue through marketing efforts to attract owners to make units available for leasing in the program, including but not limited to real estate located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help disabled persons find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
 - 8. Determine who prequalifies for admission to the Section 8 Program;
 - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR parts 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy; as well as complaints;
12. Determine the amount of the Housing Assistance Payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the Housing Assistance Payment contract by the 10th of the month;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family documentation;
16. Establish and adjust Evansville Housing Authority utility allowance;
17. Administer and enforce the HAP contract with an owner, including taking appropriate action as determined by the Evansville Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to deny or terminate assistance to a participant family for violation of the Code of Federal Regulations (CFR);
19. Provide an applicant an opportunity for an informal review of Evansville Housing Authority decisions denying assistance to the applicant;
20. Provide a participant an opportunity for an informal hearing concerning Evansville Housing Authority decisions;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer a Family Self Sufficiency Program.

2.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 - 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 - 2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance.
 - 3. Complying with equal opportunity requirements.
 - 4. Preparing and furnishing to the Evansville Housing Authority documentation required under the HAP contract.
 - 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.)
 - c. Any charges for unit damage by the family.
 - 6. Enforcing tenant obligations under the lease.
 - 7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

- A. Supplying required information.
 - 1. The family must supply any information that the Evansville Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested

certification, release or other documentation. These must be submitted in writing within ten (10) business days of the change.

2. The family must supply any information requested by the Evansville Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Evansville Housing Authority Inspection

The family must allow the Evansville Housing Authority to inspect the unit at reasonable times, with proper written notice of not less than 48 hours.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Evansville Housing Authority and the owner before the family moves out of the unit or terminates the lease by a 30 day written notice to the owner and EHA.

F. Owner Eviction Notice

The family must promptly give the Evansville Housing Authority a copy of any owner eviction notice it receives within ten (10) business days of the receipt of the Notice.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a primary residence by the family. The unit must be the family's only residence.
2. The Evansville Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Evansville Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Evansville Housing Authority to add any other family member as an occupant of the

unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Evansville Housing Authority in writing within ten (10) business days if any family member no longer resides in the unit.
4. If the Evansville Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Evansville Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Evansville Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses and written approval of the owner prior to operation of said business.
6. The family must not sublease or sublet the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Evansville Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Evansville Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Evansville Housing Authority for this purpose. The family must notify the Evansville Housing Authority within ten (10) business days of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Evansville Housing Authority for absences exceeding 30 days. The Evansville Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the Evansville Housing Authority

I. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

J. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

K. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Housing Choice Voucher -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Evansville Housing Authority screening criteria in order to be admitted to the Housing Choice Voucher Program.

3.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

a. Children temporarily absent from the home due to placement in foster care are considered family members.

b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom

size, but are not considered family members for determining income limit and must be reported within ten (10) business days.

2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
4. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
5. A **remaining member of a tenant family**.
The remaining member of a tenant family such as a person who is considered a member of the family and must be listed on the most recent recertification forms.
6. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
7. A Family may include a **live-in aide** who: Is determined to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities, and is not obligated for the support of the person(s), and Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule requirements.
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit. A Live in Aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is necessary for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Verification must include the hours the care will be provided, as well as the services and time required by the family member from the live-in aide.

The HA has the right to disapprove a person selected by the family to serve as live-in aide based on the "Other Criteria for Eligibility" described in this (Section 4.8).

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.
2. Which family unit retains the children or any disabled or elderly members.
3. Restrictions that were in place at the time the family applied.
4. Role of domestic violence in the split.
5. Recommendations of social service agencies or qualified professionals such as children's protective services

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit. Any split will result in application of the procedures listed above under “Split Households”.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents are on the Waiting List or Housing Choice Voucher program and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
 - a. A very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act;
 - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
 - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
 - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
 - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
 - g. A single pregnant woman must meet the single person guidelines.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program.
4. Families who are moving into the Evansville Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.
5. Income limit restrictions do not apply to families transferring units within the Evansville Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the non-citizen rule).
2. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 750.10 (a-f)]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

E. Signing Consent Forms

1. 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.

2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and the Evansville Housing Authority 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;
 - b. A provision authorizing HUD or the Evansville Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. 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
 - d. 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.
- F. Suitability for tenancy. The Evansville Housing Authority determines eligibility for participation and will also conduct criminal background histories on all adult household members, including live-in aides. The Evansville Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last five years. If the individual has lived outside the local area, the Evansville Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Evansville Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the request of a prospective owner, the Evansville Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between final eligibility determination and executed Contract date will affect eligibility and/or level of benefits for the Housing Choice Voucher Programs. Consequently, families are required to report changes in family circumstances within five business days to the HA. If an applicant family is no longer eligible, they will be notified of the ineligible status in writing, and an informal review will be offered consistent with procedures outlined in this plan.

4.0 MANAGING THE WAITING LIST

INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

4.1 OPENING AND CLOSING THE WAITING LIST

The Evansville Housing Authority accepts application for the Housing Choice Voucher Program on a daily basis. The applications are available at the Central Office of the Evansville Housing Authority, located at 500 Court Street, Monday through Friday from 8:00 am– 5:00 p.m.

Applicants already on waiting lists for other housing programs must apply separately for the Housing Choice Voucher Program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The application will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

4.2 Limits on Who May Apply

When the waiting list is open any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

4.3 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications are accepted on a daily basis. Applications are taken to compile a waiting list.

The Evansville Housing Authority will verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at the Central Office of the Evansville Housing Authority located at 500 Court Street.

Family members may apply for a client if they are handicapped, or unavailable.

The completed application will be dated and time stamped upon its return to the Evansville Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Evansville Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **812-428-8507**.

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 including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and any additional information requested by the PHA to establishing be eligibility. This first phase results in the family's placement on the waiting list.

Upon receipt of the families pre-application, the Evansville Housing Authority will make a preliminary determination of eligibility. The Evansville Housing Authority will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Evansville Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, or income factors. The Evansville Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

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 Evansville Housing Authority will ensure that verification of eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Housing Choice Voucher Program.

4.4 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file, unless determined to be inactive;
- B. All applications will be maintained in order of date and time of application; and
- C. Any contact between the Evansville Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.5 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. It is at this point in time that the families will be verified for eligibility. If the family no longer qualifies, the family will be withdrawn from the waiting list in accordance with Section 4.7. The Evansville Housing Authority must notify the family in writing of this determination, and give the family the opportunity for an informal review.

Once the family's date and time of application has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

4.6 MISSED APPOINTMENTS FOR APPLICANT OR PARTICIPANT

1. Missed Appointment Without Notification: An applicant or person receiving assistance who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process or assistance for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:
 - Complete Application
 - Bringing in Verification Information
 - Program Briefing
 - Leasing Signature Briefing
 - HQS Inspections
 - Recertification
 - Interim Adjustment
 - Other Appointments or Requirements to Bring in Documentation as Listed in this plan
 - Scheduled Counseling Sessions
2. Process when Appointment(s) are Missed: For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the HA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing pursuant to Section 4.10.

If the representative of the EHA makes a determination in favor of the applicant or participant, the EHA will comply with decision unless the EHA is not bound by a hearing decision concerning a matter for which the EHA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554(c) and 982.555(b).

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

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

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

4.7 PURGING THE WAITING LIST

The Evansville Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Evansville Housing Authority to update the information regarding address, family composition, income category and preferences.

4.8 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Evansville Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

The applicant will be notified by the HA, in writing, that they have ten (10) calendar days, from the date of the written correspondence, to respond to the HA's request. The correspondence will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The HA's system of removing applicants names from the waiting list **WILL NOT** violate the rights of a disabled person(s). If an applicant's failure to respond to a request from a HA for information or updates was caused by the applicant's disability, the HA will provide reasonable accommodations and give the applicant an opportunity to respond. An example of a reasonable accommodation would be to allow an applicant to be reinstated on the waiting list based on the original date and time of their application. If the applicant indicates that they did not respond due to a disability and if the disability is not apparent, the HA may

request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to their disability.

4.9 GROUNDS FOR DENIAL

The Evansville Housing Authority will deny assistance to applicants (entire household) who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity within three (3) years by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property, with exception of **M; & N;** of this Section.
- F. Currently owes money to this agency or any other Section 8 or Public Housing programs.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Are evicted from public housing or any federally-assisted housing program, within the last three years, for serious violation of the lease;
- I. Applicants and current Housing Choice Voucher participants will be deemed ineligible for Rental Assistance because of family members that engage in drug-related criminal activities on or off the premises. This agency will deny or terminate assistance based on the following:
 1. The felonious manufacture, sale, distribution, or possession with the intent to manufacture, sell, and distribute a controlled substance as defined in [Section 102 of the Controlled Substances Act, (21 U.S.C. 802)];
 2. The felonious use or possession of a controlled substance.
 3. Illegal drug use or pattern of illegal drug use that may interfere with the safety or welfare of other tenants.

- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Evansville Housing Authority may waive this requirement if:
1. The person demonstrates to the Evansville Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 3. The person has otherwise been rehabilitated successfully; or
 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have been a past participant in the Housing Choice Voucher Program and may be determined ineligible if it is determined that the applicant either:
1. Failed to satisfy liability for unpaid rent or damages.
 2. Vacated the unit in violation of their lease.
 3. Failed to promptly and/or honestly supply information relating to income, allowable deductions and family compensations.
 4. Intentional and willfully abused the program.
 5. Have engaged in or threatening abusive or violent behavior towards any Evansville Housing staff or residents.
- L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three (3) years;
- M. Have a family member who has been convicted of any drug-related criminal activity or violent criminal activity.
- N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

In determining whether or not an applicant shall be determined ineligible and in determining the length of the ineligibility, the Program Administrator shall consider factors such as:

1. The seriousness of the offense.
2. The applicant's current attitude.

3. The length and time that has lapsed since the offense.

4.10 MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud and/or willful misrepresentation by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

4.11 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Evansville Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Evansville Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Evansville Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Evansville Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.12 INFORMAL REVIEW

If the Evansville Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Evansville Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Evansville Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Evansville Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards' funding that is targeted for families with specific characteristics or families living in specific units, the Evansville Housing Authority will use the assistance for those families.

5.2 SELECTION OF PROGRAM PARTICIPANTS

The following selection classification of families will be given priority in the following order on the waiting list in coordination with the income targeting criteria as follows:

- A. **Selection will be based on date and time of application.**
- B. **Non-federal housing assisted families.**
- C. **Current federal housing assisted families.**

Income Targeting Selection Criteria- A minimum of 75% of all new admissions during any fiscal year will have incomes at or below 30% of area median income as established by HUD and published in the Federal Register.

5.3 SELECTION FROM THE WAITING LIST

Applicants will be selected from the waiting list based on the above preferences.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income, the Evansville Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

6.0 DETERMINATION OF UNIT SIZE REQUIREMENTS (SUBSIDY STANDARDS)

The Evansville Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum number of persons in household	Maximum number of persons in household
0	1	1
1	1	2
2	2	4
3	3(4)	6
4	4(6)	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Evansville Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Ordinarily, children of the same sex may share a bedroom.
- B. Children of the opposite sex, both under the age of six (6) will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- E. Foster–adults and children will not be required to share a bedroom with family members.
- F. Live-in aides will get a separate bedroom (CFR 982.316).

6.1 REQUESTS FOR EXCEPTION TO SUBSIDY STANDARDS FOR APPLICANTS

The Evansville Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow such request must be made in writing within 10 calendar days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Evansville Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

If the Evansville Housing Authority errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

6.2. ISSUANCE OF VOUCHERS [24 CFR 982.204 (d), 982.54 (d)(2)]

When funding is available, the HA will issue Vouchers to applicants whose eligibility has been determined. The issuance of Vouchers must be within the dollar limitations set by the ACC budget.

The number of Vouchers issued must ensure that the HA stays as close as possible to 100% lease-up. The HA performs a calculation to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the HA can over-issue.

The HA may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers which are over-issued must be honored. If the HA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

The Evansville Housing Authority only issues vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefings/orientation, the Evansville Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposal to lease and the request for approval of the tenancy form. The family will submit the proposal to lease and the request form to the Evansville Housing Authority. The Evansville Housing Authority

may assist the family in negotiating changes that may be required for the tenancy to be approved. Once it appears the tenancy may be approved, the Evansville Housing Authority will schedule an appointment to inspect the unit within fifteen (15) days after the receipt of inspection request from the caseworker. The Evansville Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approved.

Upon request by the new landlord, the Evansville Housing Authority will provide the prospective owner with briefing/orientation and information regarding the program. Information will include Evansville Housing Authority and owner responsibilities for screening and other essential program elements. The Evansville Housing Authority may provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses. Additional screening is the responsibility of the owner.

A. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR 982.315]

In those instances when a family assisted under the Housing Choice Voucher program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.
2. Which family member was the head of household when the Voucher was initially issued (listed on the initial application).
3. The composition of the new family units, and which unit contains elderly or disabled members.
4. Whether domestic violence was involved in the breakup.
5. Which family members remain in the unit.
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HA will terminate assistance on the basis of failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Voucher, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized certificate.

B. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER
[24 CFR 812.2-definition]

To be considered the remaining member of the tenant family, the person must have been previously approved by the HA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or
2. The HA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher size.

6.4 BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

A. Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups or individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to the Section 8 Housing Specialist or Program Director.

Briefings for the Voucher Program will be conducted in English.

The purpose of the briefing is to explain the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The HA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend scheduled briefings, without prior notification and approval of the HA, may be denied admission based on failure to supply information needed for certification. The HA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

6.5 BRIEFING/ORIENTATION

When the Evansville Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing/orientation explaining how the program works. In

order to receive a voucher the family is required to attend the briefing/orientation. If they cannot attend the originally scheduled briefing/orientations, they may attend a later session. If the family fails to attend two briefings/orientations without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing/orientation, the Evansville Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing/orientation due to a disability may request a reasonable accommodation such as having the briefing/orientation presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Evansville Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Evansville Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the families share of rent may not exceed 40% of the family's monthly adjusted income.

6.6 PACKET

During the briefing/orientation, the Evansville Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Evansville Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Evansville Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard and the utility allowance schedule;

- D. How the Evansville Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Evansville Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Evansville Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses.;
- I. The Evansville Housing Authority's subsidy standards, including when the Evansville Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form and the location of how and where to submit the information;
- M. A list of landlords or other parties known to the Evansville Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Evansville Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Evansville Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Evansville Housing Authority informal review/hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Evansville Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.6 Deconcentration:

ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the HA will provide assistance to families who wish to do so.

The assistance provided to such families includes:

- Direct contact with landlords.
- Counseling with the family.
- Providing information about services in various non-impacted areas.
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with landlord groups
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies
- Meeting with rental referral companies or agencies
- Meeting with fair housing groups or agencies

The Housing Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of units will be provided at the front desk and at briefings.

6.7 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher. The family must submit a Request for Lease Approval within the 60-day period unless an extension has been granted by the HA. Once the family has submitted a Request for Lease Approval the clock **is stopped** and/or suspended on the term of the voucher (See "Suspension"). When the clock is stopped (suspended), the time remaining days will be reinstated to the initial 60-day period of the Voucher, if necessary. If the unit is not approved for any reason, the remaining days will be reinstated to the initial term of the voucher.

The Evansville Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts may be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Evansville Housing Authority may grant the length of request sought by the family or 60 days, whichever is less. Extensions are permissible at the discretion of the EHA primarily for the following reasons:

- (a) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 60-day time period. The HA representative will verify the extenuating circumstances prior to granting an extension.
- (b) The family has evidence that they have made a consistent effort to locate a unit and request support services from the HA, throughout the initial 60-day period with regard to their inability to locate a unit.
- (c) The family has turned in a Request for Lease Approval prior to the expiration of the 60-day time period, but the unit has not passed HQS of the 60-day time period, but the unit has not passed HQS.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Evansville Housing Authority will grant an extension allowing the family the full 120 days search time. If the Evansville Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Evansville Housing Authority is taking action on their request. A family may not submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. The client must provide EHA with written documentation from the initial Landlord stating that the client is no longer interested in the unit.

6.8 APPROVAL TO LEASE A UNIT

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This Chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Lease Approval (RFLA).

The Request for Lease Approval (RFLA) and a copy of the proposed Lease must be submitted by the family during the term of the certificate or voucher.

The Request for Lease Approval must be signed by both the owner and Voucher holder. The lease may be executed up to 60 days prior to contract execution but cannot be executed without approval of the HA.

The HA will not permit the family to submit more than one RFLA at a time.

The HA will review the documents to determine whether or not they are approvable.

The Evansville Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Evansville Housing Authority and passes HQS;
- C. The lease is approved and includes the language of the tenancy addendum;
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Evansville Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Evansville Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Evansville Housing Authority to approve the tenancy.

The HAP subsidy shall begin once all of the following conditions are met:

- A. The unit passes the Evansville Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Evansville Housing Authority approves the leasing of the unit.

When the unit is approved for tenancy the Evansville Housing Authority will prepare the contract and the HUD required tenancy addendum. Upon the signing of the contract by the Landlord and the lease addendum by both the Landlord and tenant the contract will be executed and the first Housing Assistance Payment will be issued. Please note that the Evansville Housing Authority will not pay any housing assistance to the owner until the HAP contract is executed.

6.9 LEASE REVIEW [24 CFR 982.308]

The HA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request For Lease Approval.

Owners may either submit their own lease or permit the HA to furnish the lease. In cases where the owner's lease is used, the HUD lease addendum must be attached and executed.

The HA will encourage owners to use a sample lease provided by the HA which includes the HUD-mandated language.

6.10 Separate Agreements

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HA. If agreements are entered into at a later date, they must be approved by the HA and attached to the lease.

6.11 EVANSVILLE HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons: The EHA must not approve a unit if the HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation. Also, when directed by HUD, the EHA must not approve a unit if:

The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and the action is pending; or

A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

- A. The owner has violated any obligations under a Housing Choice Voucher Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Housing Choice Voucher program or with applicable housing standards for units leased with project-based voucher assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. premises by tenants, Evansville Housing Authority employees or owner employees; or
 - 2. residences by neighbors;
- H. Other conflicts of interest under Federal, State, or local law.

NOTE:

After May 18, 1998, if the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the HA must not approve the unit. However, if the housing authority determines that approval of the unit would provide reasonable accommodation for a family member who is a disabled person, the unit may be approved.

6.12 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;

- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Evansville Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Single room occupancy housing

The Evansville Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals
- E. House boats

6.13 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease by written documentation, or if the Housing Authority has terminated the HAP contract. The Evansville Housing Authority will issue the family a new voucher if the family does not owe the Evansville Housing Authority, it's approved Housing Choice Voucher Landlord, or any other Housing Authority monies, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Evansville Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived. The first letter of referral of good standing will be used for portable/moves.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Certificate and Voucher Program, the Evansville Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated and 30 day written notice is given to the EHA and the Landlord;
- B. The owner has given the tenant a 30 day written notice to vacate, with a copy to the EHA, and has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given a 30 day written notice of lease termination with a copy to the EHA.

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be required to meet with the caseworker and review an orientation packet. All families who are moving, including any families moving into or out of the Evansville Housing Authority's jurisdiction, will be required to attend a mover's briefing/orientation prior to the Evansville Housing Authority entering a new HAP contract on their behalf.

This briefing/orientation is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, and the utility allowance schedule;

- D. An explanation that the families share of rent may not exceed 40% of the family's monthly adjusted income;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper 30 day written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Evansville Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Evansville Housing Authority a copy of the written notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Evansville Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Evansville Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

7.3 ABSENCE FROM THE ASSISTED UNIT

Absence means that no member of the family is residing in the unit. Families participating in the program may be absent for a period of 14 calendar days without notifying the HA. If the family anticipates being absent for more than 14 consecutive calendar days, the Head of Household must request written permission from the HA prior to leaving the assisted unit. The written request must be submitted 30 calendar days in advance of the anticipated absence. The HA may approve absences in excess of 14 consecutive calendar days for vacation, hospitalization or other good cause as presented to the HA by head of household. The HA will respond in writing within 10 calendar days of the receipt of the request for approved absence. The HA will not approve any request for absence for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.

Note:

If an emergency situations exist, such as hospitalization, the head of household must notify the HA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergency situations. The HA will respond verbally and follow-up its verbal determination in writing within ten calendar days of the verbal request.

A. Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 6 consecutive months except as otherwise provided in this Chapter.

B. Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy.

C. Absence due to Incarceration

If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 6 consecutive months .

The HA will determine if the reason for any family member's incarceration is for drug-related or violent criminal activity and will pursue termination of assistance for the family if deemed appropriate.

D. Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 months from the date of removal of the child/ren, the Certificate/Voucher size will be reduced. If children are removed from the home permanently, the certificate or voucher size will be reduced in accordance with the HA's subsidy standards.

E. Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for up to the first 180 days.

If during or by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Certificate or Voucher will then be transferred to the caretaker.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 90 day intervals.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made or up to 9 months total.

The HA will transfer the certificate or voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 9 months and it is reasonable to expect that custody will be granted.

When the HA approves a person to reside in the unit as caretaker for the child/ren, any income of this person will be counted pending a final disposition. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 6 months, the person will be considered permanently absent.

If an adult family member leaves the household for any reason, the family must report the change in family composition to the HA within ten (10) business days.

The family will be required to notify the HA in writing within ten (10) business days when family member leaves the household for any reason or moves out. The notice must contain a certification by the family as to whether the member is temporarily or permanently absent. The family member will be determined permanently absent if verification is provided.

Time extension may be granted as an accommodation upon request by a person with a disability.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

F. Students

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

G. Visitors

Any person not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA will terminate assistance since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than 183 calendar days per year, the minor will be considered to be an eligible visitor and not a family member.

H. Reporting Additions to Owner and HA

Reporting changes in household composition to the HA is both a HUD and an HA requirement.

The family obligations require the family to receive advance HA approval to add any other family member as an occupant of the unit. The HA will conduct an application appointment which the head of household and any adult family members who are seeking to be added must attend. The HA shall notify the family of its determination in writing. No persons should move in until approval from the HA has been received. If the family does not obtain prior written approval from the HA, any person the family has permitted to move in will be considered an unauthorized household member. Families are required to report any additions to the household resulting from the birth, adoption or court-awarded custody of a child in writing to the HA within 10 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

I. Reporting Absences to the HA

Reporting changes in household composition is both a HUD and an HA requirement.

If a family member leaves the household, the family must report this change to the HA, in writing, within ten (10) days of the change and certify as to whether the member is temporarily absent or permanently absent. When available to do so, an adult family member who is leaving the household should remove him/herself in writing from the lease and Section 8 participating family.

The HA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

7.4 CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP

The HA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify the HA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the HA and request a determination. The request must be made within 10 calendar days of the break-up. The HA will consider the following factors in making this determination:

1. Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.
2. Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.
3. Physical Violence: Whether family members are forced to leave the unit as a result or actual or threatened physical violence against family members by a spouse or other member of the household.

The HA will issue a determination within 10 calendar days of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the HA established procedures if they disagree with the determination of the HA.

Note:

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE EVANSVILLE HOUSING AUTHORITY

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Evansville Housing Authority at the time the family first submits its

application for participation in the program to the Evansville Housing Authority may lease a unit anywhere in the jurisdiction of the Evansville Housing Authority or outside the Evansville Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Evansville Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Evansville Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Evansville Housing Authority.

Families participating in the Voucher Program may not be allowed to move more than once in any 12-month period and under no circumstances will the Evansville Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Evansville Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Evansville Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract. (Refer to section 2.3 – H of this document)

8.2 INCOME ELIGIBILITY

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined prior to porting.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

- A. When the Evansville Housing Authority is the Initial Housing Authority:
1. The Evansville Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 2. The Evansville Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 3. The Evansville Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
 4. The Evansville Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
 5. The Evansville Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the Evansville Housing Authority is the Receiving Housing Authority:
1. When the portable family requests assistance from the Evansville Housing Authority, the Evansville Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Evansville Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
 2. The Evansville Housing Authority will issue a voucher to the family. The term of the Evansville Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Evansville Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Evansville Housing Authority during the term of the Evansville Housing Authority's voucher.
 3. The Evansville Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Evansville Housing Authority's subsidy standards.

4. The Evansville Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the Evansville Housing Authority opts to conduct a new reexamination, the Evansville Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Evansville Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Evansville Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Evansville Housing Authority

1. If funding is available under the consolidated ACC for the Evansville Housing Authority's Voucher Program when the portable family is received, the Evansville Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Evansville Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, the Evansville Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
 - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing

Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the Evansville Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Evansville Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not 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 is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not 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 an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts 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 amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. 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.)
6. Welfare assistance.
 - a. 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:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. 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.

- b. If the amount of welfare is reduced due to an 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.
 - c. 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.
- 7. 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.
 - 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

- A. Income from employed children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons 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;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- 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. The amounts received from the following programs:
1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability 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);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 5. 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 a 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;
 6. Temporary, nonrecurring, or sporadic income (including gifts);
 7. 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;
 8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 9. Adoption assistance payments in excess of \$480 per adopted child;

10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. 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;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act

- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses.

10.0 VERIFICATION

The Evansville Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability

status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Evansville Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Evansville Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Evansville Housing Authority has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Evansville Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

A. Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the

Evansville Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, Prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
	Letter from tax office, assessment,	Property tax statement (for

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Real property	etc.	current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

10.3 Verification of Assistance to Persons with Disabilities

1. In All Cases:

- (a) Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- (b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

- (a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- (b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

- (a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- (b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

10.4 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/ eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Evansville Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Evansville Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Evansville Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Evansville Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

10.5 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

Submit SSN; or sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.

Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

The HA will accept copies of the Social Security card only when it is necessary for the HA to verify by mail the continuing eligibility of participating families.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;
These documents include:

- Drivers license, that displays the SSN.
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company

- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099, or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of Social Security benefits with the Social Security Administration

Note:

If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

Applicants may not become participants until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances requires an extension. The decision will be made by a HA representative and documented, in writing, and placed in the applicant's file.

2. Employer Identification Number (EIN) and applicable consent form.
3. Additional Documentation that **may be** required in determining eligibility:
 - Temporary Assistance To Needy Families (TAIF)
 - Birth Certificate, or Drivers License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
 - Child Care Verification
 - Credit References (History)
 - Employer's Verification
 - Landlord Verification
 - Social Security Benefits
 - Assets Verification
 - Bank Accounts: Checking Accounts - \$500 + Balance
 - Saving Accounts - \$100 + Balance
 - Marriage Certificate: If a marriage certificate is not available the following information is acceptable
 - Drivers License that displays the same address and last names
 - Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
 - Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they

- are living together as a married couple.
- The couple also certifies in their application for housing that they are married.
 - Personal References: Personal references (other than from family members) may be used when an applicant cannot produce prior rental history records. Personal References must be notarized.
 - Police Report(s)
 - Current reports from drug treatment centers or facilities
 - Supplemental Social Security Income (SSI) Benefits
 - Unemployment Compensation
 - VA Benefits
 - Documentation to support medical expenses
 - Any other reasonable information needed to determine eligibility may be requested by the HA.

Note:

For the purposes of this plan, if a member of the current family has committed acts of fraud or has an arrest record, including a drug related arrest, that reflects that the family member may be a danger to the health, safety, or welfare of the community, then that person will not be allowed to be a participant on the program. The HA shall prohibit assistance to any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

Individuals who have been evicted from any housing complex for engaging in criminal activities, including drug-related criminal activities may be denied assistance

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Evansville Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Evansville Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.6 TIMING OF VERIFICATION

Verification must be dated within sixty (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.

When an interim reexamination is conducted, the Evansville Housing Authority will verify and update only those elements reported to have changed.

10.7 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After August 12, 1999, the Evansville Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

11.2 RENT REASONABLENESS

The Evansville Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

- C. If the Evansville Housing Authority or HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Evansville Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Evansville Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Evansville Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Evansville Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) or Payment Standard published by HUD (requested by the Evansville Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Evansville Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Evansville Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Evansville Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.

- B. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

- C. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- D. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the **next annual reexamination**.

11.4.3 Area Exception Rents

The following may be considered on a yearly basis:

- A. In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.
- B. When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.
- C. The Evansville Housing Authority chooses not to allow exception rents for the 2001-2002 service years.

11.5 ASSISTANCE AND RENT FORMULAS

- A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent (\$25.00)
4. The welfare rent

Plus any rent above the payment standard.

- B. Minimum Rent.

The Evansville Housing Authority has set the minimum rent as \$ 25.00. However, if the family requests a hardship exemption, the Evansville Housing

Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the household or immediate family.
2. No hardship. If the Evansville Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. 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 reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. 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.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Evansville Housing Authority between 90% and 110% of the FMR or higher or lower with/without HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the Evansville Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the

HAP contract term, and for any examination thereafter during the term:

- i. Paragraph (c)(i) of this section does not apply; and
- ii. The new family unit size must be used to determine the payment standard.

2. The Evansville Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

- a. The payment standard minus the total tenant payment; or
- b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

- a. Rent to the owner for the manufactured home space;
- b. Owner maintenance and management charges for the space; and
- c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

- a. The payment standard minus the total tenant payment; or
- b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Non-citizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Evansville Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Evansville Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

The Evansville Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Evansville Housing Authority

uses normal patterns of consumption for the community as a whole and current utility rates.

The Evansville Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Leased Housing Department.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most currently revised utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Evansville Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Evansville jurisdiction.

11.8 CHANGE OF OWNERSHIP

The Evansville Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Evansville Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Evansville Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Evansville Housing Authority may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Evansville Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Evansville Housing Authority will use regulations from HUD, Federal and local law as well as manufacturer's requirements. These regulations may be referred to in the 1999 Section 8 Admin Plan. All regulations applied will be done so in a manner which promotes safe and decent housing.

The Evansville Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. In cases of emergency, notice may not be required. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and calls to reschedule the inspection within seven (7) days, the inspection will be rescheduled. If the family misses two inspections, the Evansville Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated. Excessive rescheduling is not acceptable.

12.1 TYPES OF INSPECTIONS

There are several types of inspections the Evansville Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to ensure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the EHA receiving a complaint on the unit by anyone.

- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Evansville Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Evansville Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. The Evansville Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Evansville Housing Authority and the Evansville Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within 30 days. The EHA may approve extension of the deadline for corrections of defects.
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Evansville Housing Authority **may abate or terminate assistance** to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

- a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. If non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by the Housing Choice Voucher Program Director. The owner's rent will not be abated for items which are the family's responsibility. If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.
 3. If the family has caused a breach of the HQS, the Evansville Housing Authority will take prompt and vigorous action to enforce the family obligations. The Evansville Housing Authority will terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

1. The unit must have a shower or a tub in proper operating condition, with hot and cold running water.

2. The facility must utilize an approvable public or private disposal system.
 3. The bathroom must allow for privacy. The bathroom must have a door with an adequate lock.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water. (Within manufacturer's guidelines and Section 8 HQS guidelines.)
 - c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
 - d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).
- B. Food Preparation and Refuse Disposal
1. Performance Requirements
 - a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
 - b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
 2. Acceptability Criteria
 - a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
 - b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
 - c. The dwelling unit must have space for the storage, preparation, and serving of food.

- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security including but not limited to:

- a. A living room,
- b. A bedroom,
- c. A bath,
- d. A kitchen,
- e. Lighted entrances/exits (on a wall switch as per city code 44032)
- f. Windows accessibility
 - 1. Must be to and from the outside, (egress window will not be more than 44 inches in height from the interior floor).
 - 2. Sleeping room windows must have a net clearance of 5.7 sq. ft. The minimum net clearance opening height shall be 22 inches. The minimum net clearance opening width shall be 20 inches.
 - 3. Egress windows must be lockable.
 - 4. Windows which are nailed shut are acceptable, only if these windows are not needed for ventilation or as an alternative exit site.
- g. Exterior doors are doors by which someone can enter, or exit the dwelling. A keyless dead bolt lock or other EHA approved lock must be on the outside door of the family home. A lock that needs a key to open from the inside is not acceptable.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex,

other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches).
 - 1. In bedrooms, a window must be less than 44 inches from the interior floor.

Tenant Preference:

The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Permanently attached electric wallboard heaters are acceptable.
- c. Where the Landlord provides heat, the client has no control of the thermostat, the temperature must be set at a temperature no lower than 68 degrees Fahrenheit in the winter and 72 degrees Fahrenheit in the summer.

Tenant Preference:

The PHA has no control over energy conservation measures, such as dwelling insulation or installation of storm windows and doors. The family must assess whether a dwelling without these items is acceptable: the family must take into account the cost of utilities billed to the family and personal feelings about adequate heat. Dwellings that are poorly insulated or lack storm windows are generally drafty and more to heat and cool.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. If an electrical outlet is within at least six (6) feet of any running water or water container, the outlet must be a GFI.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.
 1. Table or floor lamp
 2. Ceiling lamps plugged into a receptacle.
 3. An extension cord plugged into another receptacle.
- d. Receptacles must be permanently installed.
- e. Additional receptacles may be required to ensure that the unit has sufficient electrical source.
- f. Stairway Illumination. In interior stairways, a light switch should be placed at both the top and bottom of stairwell. (15 CABO)

Tenant preference:

The family may determine whether the location and the number of outlets and fixtures (over and above those required for acceptability standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, floors, both interior and exterior walls must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. Roofs should be free of serious buckling or sagging that indicates the potential for structural collapse; large holes or other defects that allow significant air or water infiltration or is not weather-tight and allows significant amounts of water to leak through to the interior.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Foundations must properly support the building and keep ground water out of the basement under normal rainfall conditions, and must be free of structural defects indicating the potential for structural collapse and entry of rain water.
- f. Foundations should also be free of evidence of major recent settling, large holes or cracks, severe leaning or large sections of crumbling brick, stone, or concrete.

- g. Chimneys should not expose the tenant to any danger of potential collapse and must safely carrying smoke, fumes and gases away from the unit to the outside.
- h. Manufactured homes must meet federal, state, and local regulations concerning proper structural set up.
- i. Elevators must be working and maintain state certification for safety.
- j. Fireplaces: wood burning fireplaces must be in proper working condition. Fireplaces must have a properly working damper that opens and closes. Fireplace chimney must be properly cleaned at initial inspection and each year thereafter. Owner has option to seal off fireplace and make it inoperable. Chimney must be intact, not leaning, no missing bricks or mortar. Metal chimney parts should fit tightly and be properly attached.

Tenant Preference:

Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or must provide ventilation by a mechanical or other type of vent that would prevent accumulation of unhealthful odors or sewer gases.
- d. Any room used for sleeping must have at least one (1) window. If the window is designed to be opened, the window must work.

Tenant Preference:

Families may determine whether window or door screens filters, fans or other devices for proper ventilation are adequate to meet personal needs.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination.

Tenant Preference:

The family may decide if the water heater has a large enough capacity for personal family use.

I. Lead-Based Paint

1. Lead-Based Paint is an issue only if the unit was built before 1978 and one of the following is true:

a. There is a child under the age of six years old in the household and there are visible signs of a lead-based paint hazard such as deteriorated paint that is chipping, flaking, peeling or chalking

OR

b. There is a child under the age of six years old in the household with an EBL (Elevated Blood Lead Level), of 20 ug/dl (one time test) or 15 ug/dl (tested twice within 3 or 4 months) regardless of whether there is a visible lead-based paint hazard present in the unit.

If either of these conditions exist, the Housing Authority must inform the Owner that proper procedures must be followed for correcting the problem. Procedures would include stabilizing the lead-based paint hazard.

2. If a Lead-Based Paint Hazard is present:

- a. The owner may have the unit clearance tested by a certified lead-based paint inspector. If the unit is found to be free of lead-based paint, the owner does not have to engage the paint stabilization process.

Once a clearance examination is completed and the unit is determined to be lead free, no further action is required for the unit. The owner must provide the Housing Authority with a copy of the clearance letter or report.

If the test confirms the presence of lead in a paint hazard, then HUD regulations for the stabilization of the lead-based paint hazard must be followed. After the paint is stabilized, a clearance examination must be completed by a lead-based paint specialist who did not complete the lead hazard work.

- b. If the owner does not wish to have the unit tested, then the paint hazard must be stabilized with the presumption that there is lead present in accordance with HUD regulations. After the paint stabilization is complete, a clearance examination must be completed by a lead-based paint specialist who did not complete the lead hazard work. The owner must provide the Evansville Housing Authority with a copy of the clearance letter or report.

3. HUD regulations require that a worker trained in Lead Safe Work Practices complete Lead-Based paint repairs and stabilization. The worker performing the work will be required to provide proof of training. A “Notice of Completion” is issued to every participant who completes the HUD-approved training course.

In all cases, the following methods of lead-based paint stabilization and interim controls should not be used because they may create dangerous levels of lead dust and fumes:

Open flame burning or torching.

Abrasive blasting without high efficiency (HEPA) vacuum local exhaust.

Water blasting.

Machine sanding or grinding without HEPA vacuum local exhaust.

Heat guns at temperature above 1100 degrees Fahrenheit.

Dry scraping (wet scraping should be done instead, except near electrical outlets, where use of water could result in electrocution hazards and except for very small areas of deteriorated paint, such as nail holes and hairline cracks).

Paint stripping in poorly ventilated areas using a volatile stripper that is a hazardous substance (according to regulations of the Consumer Product Safety Commission or the Occupational Safety and Health Administration).

4. Inspection and Testing

The Evansville Housing Authority must complete a visual assessment during any inspection of units constructed before January 1, 1978 that will be occupied by children under the age of six years old to determine if there is deteriorated paint. All deteriorated paint must be stabilized and made intact before the Evansville Housing Authority enters into a Housing Assistance payment contract

If a child is under six years of age or a child with an elevated blood lead level (EBL) is a member of a family that will reside in the unit, with assistance under the Housing Choice Voucher Program, the Housing Authority must perform a visual assessment during the inspection of the unit to determine if there is any deteriorated lead-based paint.

If defective paint surfaces are found, the unit may not be approved unless surfaces have been treated in accordance with HUD regulations.

If the unit is found to contain deteriorated lead-based paint, the deteriorated paint or any lead-based paint hazards must be stabilized and made intact within ten calendar days from the date of inspection.

If the family already resides in the unit with assistance under the Housing Choice Voucher Program, treatment of defective paint surfaces must be completed within thirty calendar days from the date of inspection. When weather conditions prevent treatment of any exterior surfaces within the thirty day period, required treatment can be delayed for a reasonable time.

The amount of deteriorated paint determines how it will be stabilized to pass Housing Quality Standards (HQS) and whether clearance testing is required.

If the area of deteriorated paint is less than the de minimis level, the paint must still be stabilized, but, for these small amounts of deterioration, lead-safe work practices and clearance testing is not required.

De Minimis levels are defined as follows:

- 20 square feet on an exterior surface
- 2 square feet in an interior area
- 10% of a type of building component with a small surface area (such as painted window sills or window troughs).

5. Documentation

If the area of deteriorated paint is above the de minimis levels, a clearance examination is required to ensure that the unit is safe for occupancy. The Housing Authority has a list of people and companies certified to conduct the clearance examination. The Evansville Housing Authority will pay (up to \$150.00) for the cost of the first clearance examination. If the unit does not pass the clearance examination, the Owner will be responsible for any subsequent examinations. The unit will not pass Housing Quality Standards until a clearance examination verifies the unit is lead-safe.

The Evansville Housing Authority must document that it requested from the Health Department the addresses of the families in the service area with EBL children.

The Housing Authority must also offer to supply the local Health Department with addresses of families with children under the age of 6 who are receiving Housing Choice Voucher assistance.

Lead-Based Paint Requirements for Units for Children with Elevated Blood Lead Levels (EBL) in the Housing Choice Voucher Program.

If a child under the age of 6 is in a unit constructed before 1978, and is identified as being lead poisoned, the Housing Authority must conduct a risk assessment within 15 days after being notified of the presence of a lead poisoned child.

If the risk assessment identifies lead-based paint hazards, a properly trained worker certified in lead-based paint safe work practices must perform the necessary work. The person or company who performed the risk assessment cannot be the same person or company that performs the lead-paint hazard reduction work.

Once the lead-paint hazard reduction work is completed, a clearance examination will be required, at the Housing Authority's expense. If the unit does not pass the clearance examination, the Owner will be responsible for paying for any subsequent clearance examination. Once the unit passes the clearance examination, the unit has passed Housing Quality Standards, provided there are no other repairs required.

If the family residing in the unit chooses to relocate to another unit, the unit must pass a clearance examination before any other tenant (including a family without a child under the age of 6) can move into the unit receiving Housing Choice Voucher assistance.

If or when clearance is achieved, the owner must notify the tenant within 15 days of any hazard reduction activities required by the risk assessment. A copy of the report, along with the results of the clearance examination, must be maintained in the tenant's file at the Housing Authority, and a copy must be given to the tenant.

Maintenance

Owners of units participating in the Housing Choice Voucher Program should maintain interior and exterior paint in good condition to help prevent children from becoming lead-poisoned.

Disclosure Requirements

The owner of a leased property built before 1978 are required to disclose any known lead-based paint hazards to tenants, provide them with a copy of the brochure "Protect Your Family from Lead in Your Home", and sign a lead-based disclosure form with the tenant.

Lead-Based Paint Exclusions

The following properties are not to be included in the lead-based paint visual assessment.

Housing built after January 1, 1978 (when lead paint was banned for residential use)

Housing exclusively for the elderly or people with disabilities, unless a child under age 6 is expected to reside there.

Zero bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks

Property that has been found to be free of Lead-Based Paint by a certified Lead-Based Paint Inspector.

Property where all lead-base paint has been removed

Unoccupied housing that will remain vacant until it is demolished

Non-residential property

Any rehabilitation or housing improvement that does not disturb a painted surface

Also, emergency repair actions needed to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage are exempted.

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Tenant Preference:

The tenant should assist the PHA in determining if the type of emergency exit is acceptable.

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Tenant Preference:

Taking into consideration the type of neighborhood, the family selects the unit.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

Tenant Preference:

Although the minimum requirement by the acceptability criteria have been met, the family is not permitted to exercise any tenant preference regarding infestation of mice or roaches.

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Tenant Preference:

The family is not permitted to exercise any tenant preference regarding smoke detector requirements.

12.4 ADDITIONS TO THE HQS ACCEPTABILITY CRITERIA

The Evansville Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes.

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

E. Other General Conditions.

1. Bathroom.

- a. Must be present.
- b. Must be in a separate room, with a flush toilet in operating condition.
- c. Must have a fixed basin with a gas trap and hot and cold water in operating condition.
- d. Must have a shower or a tub with hot and cold water in operating condition.
- e. Facilities must be connected to an approved disposal system.
- f. Must have 1 window which opens or adequate exhaust ventilation.
- g. Must have GFI's (Ground Fault Interrupter) within 6 (six) feet of water, unless attached to a medicine cabinet.
- h. Must have a permanent ceiling or wall light fixture in proper operating condition. The permanent light must be operable from a wall switch. No pull string lights are allowed in the bathroom.
- i. Floors must be in sound condition.
- j. Toilets and washbasins must have a gas trap.

2. Living Room.

- a. Must have a window that allows natural illumination.
- b. Not required to have an open able window.
- c. Must have secure walls and ceilings which do not bulge or have cracks, or have large holes, missing surfaces, or missing tile.

3. Kitchen.

- a. Defined as a separate room or area which is used primarily for preparation of meals. This area must have:
 1. A separate kitchen sink for preparing food and washing dishes, with piped hot and cold water which drains into an approved system.

- A. Must have a gas trap.
 - B. Must be free from major leaks which may result in substantial water loss and damage to the unit.
 - C. A bathroom sink will not satisfy this requirement.
 - D. Must be free from rust and major damage to the sink.
 - E. Must hold water.
 - F. If there is an electrical receptacle within 6 feet of running water, it must be a GFI.
 - G. If a garbage disposal is provided, it must be in good working order. If not, it must be replaced or removed.
 - H. Although preferred, windows are not required.
2. A stove for cooking,
- A. If gas, must have a gas shut off valve in the same room and less than 6 feet from the appliance.
 - B. All burners, including the oven must light on command,
 - C. Must have proper size drip/burner pans,
 - D. The landlord/tenant may substitute a stove or range with a microwave oven if the client agrees. The agreement must be in the form of a written document.
3. A refrigerator for storing food.
- A. Must maintain a temperature low enough to prevent food from spoiling over a 3 to 5 day period of time. (Must be between 32 degrees Fahrenheit and 45 degrees Fahrenheit).
 - B. Must be adequate for the family size,
 - C. Interior must be free from rust,
 - D. Major rust amount are not allowed on the exterior,
 - E. May not have exposed insulation,
 - F. Must have its own receptacle. No extension cords are permitted.

4. A bedroom with a refrigerator in it can not be defined as a kitchen.
 5. The kitchen must have 1 working outlet and 1 working, permanently installed light fixture.
 6. A window is not required; however, if present it must be free of signs of severe deterioration or broken panes.
 7. There must be no evidence of gas or water leakage that presents the danger of fire or electrical shock.
 8. The appliances must be free of hazardous conditions, including a damaged or broken stove, sink or refrigerator that endangers the user.
4. Space and Security.
- a. If windows are made to open, and necessary for egress they must open and lock.
 - b. Exterior doors may not have deadbolts with keys for the purpose of egress.
 - c. All windows must be reasonably weather-tight.
 - d. Windows shall not have:
 1. Missing or broken panes,
 2. Dangerously loose or cracked panes which cause a cutting risk.
 - e. Screens are required on all windows which are made to open..
 - f. Storm windows are not required, but if present they must be in good operating condition.
5. Thermal environment.
- a. Where the landlord provides heat, and the client has no control of the thermostat, the temperature must be set at a temperature no lower than 72 degrees Fahrenheit.
 - b. Must provide a system capable of providing adequate heat directly or indirectly to all rooms used for living.
 - c. Furnaces and air conditioners must be in proper working order.

- d. If air conditioning is either present in the unit (central or window), when the tenant chooses the unit, or is to be added later, the owner is responsible for maintenance of the cooling system. Failure to maintain in-place air conditioning would be considered a breach of owner contractual obligations to the Leased Housing Program.
1. Tenant furnished air conditioners are the responsibility of the tenant to maintain.

6. Illumination

- a. Receptacles Required. The living room requires two receptacles or, one receptacle and one permanently installed ceiling or wall light fixture,
 1. The kitchen requires one working receptacle and one permanently installed wall or ceiling fixture in working condition. (a working outlet cannot substitute for a light fixture)
 2. A bathroom requires a permanent light fixture in working condition. (a working receptacles cannot substitute for a light fixture)
 3. A bedroom or any other room used for sleeping requires two receptacles, or one receptacle and one permanently installed light fixture.
 4. All other rooms used for living require a means of natural or artificial illumination such as a light fixture, wall receptacles to service a lamp, a window in the room or adequate light from an adjacent room.
 5. The following may not be counted as a permanent light fixture for HQS purposes:
 - a. Table or floor lamps,
 - b. Ceiling lamps plugged into a receptacle,
 - c. An extension cord plugged into another receptacle.
 6. Receptacles must be permanently installed.
 7. Floor receptacles must have a metal cover.
 8. Additional receptacles may be required to ensure that the unit has sufficient electrical sources. This will be at the discretion of the Inspector.

7. Overall Property Review.

- a. Garages must meet codes as defined in Section F. 2. g. and must have one (1) GFI if electrical tools may be used in the garage area.
- b. A room may not be counted as a bedroom if you must pass through the room to get to the bathroom.
 - 1. Exception: where a bathroom is located between the only 2 bedrooms and has separate entries into the bathroom, and the bedrooms are clearly designed as sleeping rooms.
- c. Handrails and Railings
 - 1. If more than 3 steps are present, a handrail shall be required on both exterior and interior steps.
 - 2. If the porch or balcony or other area is more than 29" high, a railing is required.
- d. Gutters and Downspouts
 - 1. Gutters and Downspouts shall be free of debris and must adequately drain water away from the unit.
 - 2. Must be in good overall condition.
 - 3. Every structure shall have adequate gutters and downspouts in sound condition maintained in good repair to divert normal rain water from the roof to an available storm sewer or to other areas on the premises where dispersal of water will not adversely affect the foundation of any dwelling.
- e. Water Heaters.
 - 1. If gas fired and placed in the garage or in other areas where flammable chemicals are kept, the water heater must be elevated 18" off of the floor.
 - 2. Gas fired water heaters may not be installed in bedrooms or sleeping areas.
 - 3. Must have a pressure relief valve.
 - 4. Must have a discharge line of CPVC, lead, or copper and must be securely attached according to HUD and city code.

5. Discharge pipe must be no more than 6" off of the floor
 6. Must be enclosed. Gas water heater in living area must have safety dividers or shields. (A physical enclosure must be between the gas water heater and the living space used by the family). This space includes but is not limited to the kitchen, living room, bath, or any other living areas.
 7. Must have a vent cap.
 8. Must have a shield over heat and cover over flame.
 9. Must have a vent pipe in good condition, installed according to HUD or city code.
 10. Must not leak.
 11. If gas, must have a gas shut off valve.
 12. Must have $\frac{3}{4}$ " discharge pipe if there is a $\frac{3}{4}$ inch pressure relief valve.
 13. Combustible materials must be stored near a gas water heater.
- f. Furnace.
1. Gas fired furnaces can not be installed in a bedroom or sleeping area.
 2. Furnace must have a securely attached cover installed on the gas piping and ahead of the union within 6 feet and in the same room as the gas fired appliance.
 3. Furnace must have securely attached cover on front of furnace (over flame).
 4. Furnace must have all manufacturer's covers and vents intact.
 5. No space heaters are allowed.
 6. Must have gas shut off valve on gas fired furnace.
 7. Must have adequate ducts in the home for delivery of heat.
 8. Must not have holes in the furnace.
 9. Must not have holes in the ductwork.

10. Must be well ventilated.
 11. Must have a clean filter.
 12. Must be in good operating condition.
 13. Must be properly installed and maintained as per requirements of manufacturer.
- g. Fuse Box.
1. Must be covered.
 2. Must contain blanks in the fuse box where applicable.
 3. All fuses must be present in the fuse box where applicable.
- h. Basements.
1. Lights must be contained in porcelain fixtures.
 2. Steps must be lighted and light must be controlled by a wall switch.
 3. Must not have surface water standing more than 3 days.
 4. Sump pumps may be required.
 5. Sump pumps must be covered.
 6. No broken windows are allowed.
 7. No openings that could allow rodents to enter the basement are allowed.
 8. Must be free of debris
- i. Other General Conditions of the Unit.
1. No broken glass in the yard or near the home is allowed.
 2. Excessive debris must be removed.
 3. Exterior must be painted or have vinyl siding/brick or other acceptable exterior material. Paint must be intact and free of signs of deterioration.

4. Building materials may not lie in or around the yard for more than 5 days.
5. Insulation must be covered.
6. Exits must be free of debris.
7. At the discretion of the Inspector or the Leased Housing Director, the EHA may require additional maintenance/service for issues that affect the health, safety, and well-being of the family and the community.
8. Tripping hazards inside or outside of the unit are not permitted.
9. General Rule of Inspection:

If an appliance or other device is provided for the unit at the time of the initial lease, it must be in proper working order and in compliance with manufacturers instructions as well as HUD, Federal, Local and State laws.

Where necessary, the EHA will gain approval for the use of acceptability criteria which are based on federal, state and local codes, or national standards that satisfy the purpose of HQS. These include but are not limited to: HUD Housing Inspection Manual – Section 8 Existing Housing Program, The City of Evansville Council of American Building Officials regulations guide.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Evansville Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Evansville Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given 10 (ten) but no more than 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed on the program until the unit meets the HQS requirements.

Annual Inspections will be conducted on all leased housing units. The client and landlord will be sent notification of the time and date within a reasonable timeframe.

After the annual inspection is completed, the client and landlord will be sent a letter listing the required repairs and the time and date of the follow-up inspection. The follow-up inspection will be scheduled no earlier than thirty (30) days from the original annual inspection.

If the unit passes the annual inspection, no follow-up inspection is required.

Landlords are welcome to be present at all inspections.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given ten (10) days but no more than 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Evansville Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Evansville Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be corrected within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 24 hours.
3. Non-emergency items must be completed within 10 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Evansville Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Evansville Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate

extensions will be granted if a severe weather condition exists for such items as exterior painting, guttering, roof replacement and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector. This list is not meant to be an exclusive list, and other items may constitute an emergency at the discretion of the Inspector if they appear to present an immediate threat to the health or safety of the family:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety
- M. Smoke detectors not working properly or not present.

12.7 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract

is terminated. When the deficiencies are corrected, the Evansville Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Evansville Housing Authority will send a 30 day written notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

12.8 Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abated rental period, the owner will be sent a HAP Contract Proposed Termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S INSUEING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Evansville Housing Authority has performed a move-out inspection and it is required in the lease that EHA do so. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- C. No damage claims will be paid under either program effective on or after October 2, 1995.

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Evansville Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Evansville Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Evansville Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owed by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Evansville Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Evansville Housing Authority within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Evansville Housing Authority. This shall be done by either paying the full amount due immediately upon the Evansville Housing Authority requesting it or through a Repayment Agreement that is approved by the Evansville Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

13.3. INITIAL HQS INSPECTION

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan. condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HA once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to two reinspections for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

In order for a HAP Contract to be executed for the first of a given month, the unit must pass inspection by the 20th of the preceding month. This is to allow time for preparation of lease and contract paperwork, as well as preparation of an owner HAP check for the new contract.

13.4 ANNUAL HQS INSPECTION

Rent Increases

The HA will conduct an inspection using the Housing Quality Standards and other standards approved in this Administrative Plan at least annually, prior to the anniversary month of the contract. Rent increase requests in the Voucher program will not be approved if the unit is in a failed condition.

13.5 SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials. The HA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

13.6 QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the Section 8 Program Director on at least five percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION

At least annually the Evansville Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Evansville Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes 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 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 consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Evansville Housing Authority will determine the family's annual income and will calculate their family share.

A. Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay

is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

B. Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Evansville Housing Authority taking action to terminate the family's assistance.

C. Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to the day of the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HA, the HA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HA will

Terminate assistance to the family, and offer them an informal hearing.

Exceptions to these policies may be made by the Section 8 Program Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

14.2 INTERIM REEXAMINATIONS

An interim reexamination results when changes occur between annual reexaminations. These changes must be reported in writing within ten business days of the change.

Families are required to report the following changes to the Evansville Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

- A. Any increase, decrease, or change in sources of total household income.
- B. Family Composition
 1. A member has been added to the family through birth or adoption or court-awarded custody.
 2. A household member is leaving or has left the family unit.
 3. Family break-up

In circumstances of a family break-up, the Evansville Housing Authority will make a determination of which family member will retain the certificate or

voucher, taking into consideration the following factors:

- a. To whom the certificate or voucher was issued.
- b. The interest of minor children or of ill, elderly, or disabled family members.
- c. Whether the assistance should remain with the family members remaining in the unit
- d. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Evansville Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Evansville Housing Authority will make determinations on a case by case basis.

The Evansville Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, 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 Evansville Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Evansville Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Upon receipt of a written change of income or family composition, the Evansville Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

14.3 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Evansville

Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

14.4 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner within ten (10) business days from the date of the change, the change will be effective the first of the month after the rent amount is determined.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE EVANSVILLE HOUSING AUTHORITY

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Evansville Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to the Housing Choice Voucher program for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.

- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Evansville Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

If any member of the household fails to report changes in income or family composition in accordance with Section 14.2 of this Administrative plan, the following procedures will be implemented:

- A. Any changes reported or discovered within 90 days of the date of the change, the family will be required to attend a re-orientation of program rules and regulations. They will also be required to pay back any money owed to the Evansville Housing Authority resulting from the overpayment of assistance due to failure to report properly.

A second violation at any time during the remainder of the family's participation in the Section 8 Program will result in a mandatory termination of assistance.

- B. Any changes reported or discovered after the initial 90 days of the change will result in a mandatory termination from the Section 8 Program. The family will

also be required to pay back any money owed to the Evansville Housing Authority resulting from the overpayment of assistance due to failure to report properly.

- C. Any changes reported or discovered after the initial 90 days of the change not resulting in an overpayment will require the family to attend a re-orientation of program rules and regulations.

A second violation at any time during the remainder of the family's participation in the Section 8 Program will result in a mandatory termination of assistance.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

The Evansville Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Evansville Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Evansville Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Evansville Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The Evansville Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Evansville Housing Authority subsidy standards.
2. A Evansville Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

3. A Evansville Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Evansville Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Evansville Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Evansville Housing Authority.

C. Informal Review Process

The Evansville Housing Authority will give an applicant an opportunity for an informal review of the Evansville Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Evansville Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Evansville Housing Authority decision.
3. The Evansville Housing Authority will notify the applicant of the Evansville Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of

alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Evansville Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Evansville Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family 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.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Evansville Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Evansville Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Evansville Housing Authority policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Evansville Housing Authority utility allowance schedule.

- c. A determination of the family unit size under the Evansville Housing Authority subsidy standards.
 - d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Evansville Housing Authority subsidy standards, or the Evansville Housing Authority determination to deny the family's request for an exception from the standards.
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Evansville Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Evansville Housing Authority will give the opportunity for an informal hearing before the Evansville Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Evansville Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Evansville Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Evansville Housing Authority schedule of utility allowances for families in the program.
4. A Evansville Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A Evansville Housing Authority determination not to approve a unit or lease.
6. A Evansville Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Evansville Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Evansville Housing Authority determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the Evansville Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the Evansville Housing Authority will notify the family that the family may ask for an explanation of the basis of the Evansville Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Evansville Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Evansville Housing Authority and participants will adhere to the following procedures:

1. Discovery
 - a. The family will be given the opportunity to examine before the hearing any Evansville Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Evansville Housing Authority does not make the document(s) available for examination on request of the family, the Evansville Housing Authority may not rely on the document at the hearing.
 - b. The Evansville Housing Authority will be given the opportunity to examine, at the Evansville Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Evansville Housing Authority will be allowed to copy any such document at the Evansville Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Evansville Housing Authority, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Evansville Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Evansville Housing Authority hearing procedures.

4. Evidence

The Evansville Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Evansville Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Evansville Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Evansville Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Evansville Housing Authority determines that it is not bound by a hearing decision, the Evansville Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Evansville Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Evansville 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. This request must be made by the participant family 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.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Evansville Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Evansville Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action. The owner must give the Evansville Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the Contract

- a. If the Evansville Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Evansville Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Evansville Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Evansville Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act (includes murder, rape, etc.) in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Evansville Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Evansville Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **(insert dollar amount)** for authorized expenditures.

Any item(s) exceeding **(insert dollar amount)** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

18.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Evansville Housing Authority against costs associated with any judgment of infringement of intellectual property rights (CFR 982.161).

19.0 EVANSVILLE HOUSING AUTHORITY OWNED HOUSING.

Units owned by the Evansville Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Evansville Housing Authority will do the following:

- A. The Evansville Housing Authority will make available through the briefing process both orally and in writing the availability of Evansville Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Evansville Housing Authority will obtain HUD approved exception to perform the services of an independent entity to perform the following Evansville Housing Authority functions:
 - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Evansville Housing Authority.
 - 2. To assist the family in negotiating the rent.
 - 3. To inspect the unit for compliance with HQS.
- C. The Evansville Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions
- D. The Evansville Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.

- E. The Evansville Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

20.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

- A. New HAP Contracts

On and after August 12, 1999, the Evansville Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

- B. Over-FMR Tenancy

At the date of this Plan, the Evansville Housing Authority chooses not to elect to provide this Tenancy. However, if this administrative decision is mad to do so the following will apply:

If the Evansville Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

- C. Voucher Tenancy

If the Evansville Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

- D. Regular Certificate Tenancy

The Evansville Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program

entered into prior to the merger date of August 12, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Evansville Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Evansville Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Evansville Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

21.0 FAMILY SELF-SUFFICIENCY PROGRAMS (If Applicable):

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the Section 8 rental program with public and private resources, to enable families eligible to receive assistance under these programs, and to achieve economic independence and self sufficiency.

This HA has developed an action plan and policy and procedures to implement the requirements of this program. A copy of this plan, policy and procedure is attached to this document and is incorporated by reference as if fully set out herein. The FSS plan includes the following.

1. Eligible FSS Participants: Description of how current Section 8 participants (Families currently receiving Section 8 assistance are the only families eligible to participate in the FSS program) will be selected to participate in the FSS program; (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS program). The basis selection criteria is listed below:
 - A. Fifty (50) percent of the HA's slots will be allocated to Section 8 participants with one or more family members currently enrolled in, or on the waiting list for, one or more FSS related service programs such as Job Opportunities and Basic Skills Training (JOBS) and/or Job Training Partnership Act (JTPA).
 - B. The remaining fifty (50) percent of the HA's slots will be filled based on the date and time a family expresses interest in the FSS program. The HA will notify each Section 8 participant of the availability of the FSS program, in writing, and inform the families that eligibility for participation will be based on the date and time the HA is contacted by the family and an interest is expressed in the program.

The HA will keep records for a period of not less than three years, which documents how family's were selected for participation in the FSS program.

2. Termination of FSS: If the FSS participant under reports income and assets, the Section 8 assistance can be terminated and/or the family can be terminated for the FSS program. In either case the HA will not credit the family's escrow account with any portion of the back rent.
 - A. Description of how Section 8 assistance is terminated and/or how FSS supportive services are withheld for violations of FSS obligations. Section 8 assistance is

terminated in accordance with Section XI of this document. If a Family fails to meet its FSS obligations as outlined in the FSS contract of participation the family can be terminated from the FSS program. The family may lose Section 8 assistance if they are terminated from the FSS program. The HA is never required to terminate Section 8 assistance as a consequence of termination of the FSS contract.

- B. If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations the family may be denied the opportunity to participant in the FSS program the second time based on the fact that they violated FSS obligation the first time the family participated in the FSS program. A family may also be denied the opportunity to participate in the FSS program if they owe a funds to a HA.
 - C. If a FSS participant moves from another HA's jurisdiction with continued Section 8 assistance this HA is not obligated to enroll the FSS family in its FSS program. The family must qualify under the HA's guidelines for selection and participation in FSS program.
3. Reduction of Required FSS Program. HA's may reduce their FSS obligation by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after 10/21/1998. Also, minimum FSS program size will not increase when a HA receives incremental Section 8 funding and public housing units on or after 10/21/1998.

22.0 Project-based Vouchers:

Purpose:

LENGTH OF TERM:

The length of the term shall be subject to availability, determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funds (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make housing assistance payments in accordance with the HAP contract.

HUD RENT REQUIREMENT:

Notwithstanding any other provisions of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements

The PHA has the right to reduce the rent to the owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. PHA may recover from the owner.

SELECTION OF TENANT

During the term of the hap contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list.

The owner may apply its own admissions standard in determination whether to admit a family referred by the PHA for occupancy of the contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.

The PHA must determine family eligibility in accordance with HUD requirements.

The contract unit leased to each family must be appropriate for the size of the family under the PHA subsidy standards.

If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.

The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

PHAPAYMENT TO OWNER

To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

Termination of assistance for family

The PHA may terminate assistance for a family in accordance with HUD requirements. The PHA will notify the owner in writing of its decision to terminate housing assistance for the family in such case, and that housing assistance payments for the family under the HAP contract will terminate at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner

MAXIMUM RENT

Rent for each contract unit, as adjusted from time to time by the PHA in accordance with this section, may at no time exceed reasonable rent, as determined by the PHA, charged for comparable units in the private unassisted market.

OWNER RESPONSIBILITY:

The owner is responsible for:
Performing all management and rental functions for the contract units

Enforcing tenant obligations under the lease
Paying for utilities and housing services (unless paid by the family under the lease).
Collecting from tenant:
Any security deposit.
The tenant rent.
Any charge from unit damage by the family.

OWNER CERIFICATION:

The owner certifies that at all times during the term of the HAP contract:

All contract units are in good and tenantable condition. The owner is mainting the premises and all contract units in accordance with the HQS.

The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.

Each contract unit for which the owner is receiving housing payment is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.

To the best of the owner's knowledge, the embers of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.

The owner (including a principal or other interested party is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.

The amount of the housing assistance payment is the correct amount due under the HAP contract.

The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

Excepted for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or other public or private source for rental of the contract unit.

The family does not own, or have any interest in the contract UNIT. If the owner cooperative, the family may be a member of the cooperative.

23.0 HOMEOWNERSHIP OPTION

23.1 PURPOSE

The Housing Choice Voucher Homeownership Program of the Evansville Housing Authority (EHA) permits eligible participants in the Section 8 Housing Choice Voucher program, including participants with portable vouchers, the option of purchasing a home with their Housing Choice Voucher assistance rather than renting. **The homeownership option is limited to five percent (5%) of the total Housing Choice Voucher Program administered by the EHA in any fiscal year, provided that disabled families shall not be subject to the 5% limit. The homeownership option is also limited to participants in the Family Self Sufficiency (FSS) Program.**

Eligible applicants for the Housing Choice Voucher program must have completed an initial Housing Choice Voucher lease term, may not owe the EHA or any other Housing Authority an outstanding debt, and must meet the eligibility set forth herein.

23.2 FAMILY ELIGIBILITY REQUIREMENTS

Participation in the Housing Choice Voucher Homeownership Program is voluntary. Each Housing Choice Voucher participant must meet the general requirements for admission to the Housing Choice Voucher program as set forth in EHA's Administrative Plan. Such Housing Choice Voucher family also must be "eligible" to participate in the home ownership program. The additional eligibility requirements for participation in EHA's Housing Choice Homeownership program includes that the family must:

- A. be a first-time homeowner or have a member who is a person with disabilities;
- B. with the exception of elderly and disabled households, meet a minimum income requirement without counting income from "monetary welfare assistance" sources;
- C. with the exception of elderly and disabled households, meet the requisite employment criteria;
- D. have complete an initial lease term in the Housing Choice Voucher program;

- E. have fully repaid any outstanding debt owed to the EHA or any other Housing Authority;
- F. not defaulted on a mortgage securing debt to purchase a home under the homeownership option; and

A. First-Time Homeowner.

Each Housing Choice Voucher family, except families with a disabled member, must be a first-time homeowner. A “first-time homeowner” means that no member of the household has had an ownership interest in any residence during the three (3) years preceding commencement of home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse is considered a “first-time homeowner” for purpose of the Housing Choice homeownership option; and the rights to purchase title to a residence under a lease-purchase agreement is not considered an “ownership interest.” A member of a cooperative (as defined in §982.4) also qualifies as a “first-time homeowner.”

B. Minimum Income Requirement.

(1) Amount of Income.

At the time the family begins receiving homeownership assistance, the head of household, spouse, and /or other adult household members who will own the home, must have a gross annual income at least equal to the Federal minimum hourly wage multiplied by 2000 hours (currently 10,300 per year).

(2) Exclusions of Welfare Assistance Income.

With the exception of elderly and disabled families, EHA will disregard any “welfare assistance” income in determining whether the family meets the minimum income requirement. Welfare assistance included assist and from Temporary assistance for Needy Families (“TANF”); Supplemental Security Income (SSI) that is subject to an income eligibility test; food stamps; general assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income

C. Employment History

With the exception of elderly and disabled households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of home ownership assistance is employed full-time (an average of 30 hour per week) and has been so continuously employed for one year prior to executing of the sales agreement. In order to reasonably accommodate a family's participation in the program, EHA will exempt families that include a person with disabilities from this requirement. EHA's Executive Director may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director may also consider successive employment during the one (1) year and self-employment in a business.

D. Completion of Initial Lease Term.

Applicants for and new participants in the Housing Choice Voucher program shall be ineligible for participation in the Housing Choice Voucher Homeownership program until completion of an initial Housing Choice Voucher lease term and the participant's first annual recertification in the Housing Choice Voucher program. Nothing in this provision will preclude Housing Choice voucher participants that have completed an initial lease term in another jurisdiction from participating in the Housing Choice Voucher program.

E. Repayment of any Housing Authority Debts.

Participants in the Section 8 Housing Choice Voucher program shall be ineligible for participation in the Section 8 homeownership program in the event any debt or portion of a debt remains owed to EHA or any other Housing Authority. Nothing in this provision will preclude Housing Choice Voucher participants that have fully repaid such debt(s) from participating in the Housing Choice voucher homeownership program.

F. Additional Eligibility Factors

(1) Elderly and disabled Households

Elderly and Disabled families are exempt from the employment requirement set forth in Section 2.C above. In the case of an elderly or disabled family, EHA will consider income from all sources, including welfare assistance in evaluating whether the household meets the minimum income required to purchase a home through the a Housing Choice Voucher Homeownership program.

(2) Participation in the Family Self-Sufficiency Program (FSS)

Applicants for the Homeownership program are required to participate in

EHA's Family Self-Sufficiency program in order to participate in the Homeownership program. However, in the event the application for fiscal year, Participants in an Individual Development Account ("IDA") program administered by any agent other than EHA also will receive a preference for homeownership assistance in the event applicant for homeownership assistance exceed the 5% limitation.

(3) Prior Mortgage Default

If a head of household, spouse or other adult household members who will execute the contract of sale, mortgage and loan documents has previously defaulted on a mortgage obtained through the Housing Choice Voucher homeownership program, the family will be ineligible to participate in the homeownership program.

23.3 FAMILY PARTICIPATION REQUIREMENTS (24 CFR 982.627)

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements:

- A. The family has been admitted to the Section 8 Housing Choice Voucher program and desires to participate in the homeownership program.
- B. At the commencement of homeownership assistance the family must be one of the following:
 - 1. A first time homeowner;
 - 2. A cooperative member;
 - 3. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.
- C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the Evansville Housing Authority, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum wage multiplied by 2,000 hours (currently \$10,300 per year).

Except in the case of an elderly family or a disabled family, the Evansville Housing Authority shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family

initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

1. The determination of income eligibility for admission to the voucher program;
2. Calculation of the amount of the family's total tenant payment (gross family contribution); or
3. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

- D. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
1. Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week);
 2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 2,000 hours; or
2. Any employment interruptions either were not the fault of the family member or were for less than 30 days and caused by an effort to improve the family's situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family other than an elderly family or a disabled family, includes a person with disabilities, an exemption from employment requirement shall be granted if the Evansville Housing Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

- E. The Evansville Housing Authority shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

- F. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- G. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale.
- H. The Evansville Housing Authority will also impose the following additional initial requirements:
 - 1. There can be no family caused violations of HUD's housing quality standards in the last 12 months;
 - 2. The family must not owe any money to the Evansville Housing Authority or any other Housing Authority; and
 - 3. The family has no serious or repeated violations of the lease.
- I. In order to participate in the homeownership program the client must rent with The voucher for a period of at least one year. They must also enroll in the FSS Program and take all required classes.
- J. All Housing Choice Vouchers can be utilized at any one time.
- K. The family is qualified to participate as set forth in Section 21.3 of this policy.
- L. The unit to be purchased is eligible as set forth in Section 21.4 of this policy.
- M. The family has satisfactorily completed the required pre-assistance homeownership counseling.

23.4 ELIGIBLE UNITS (24 CFR 982.628)

- A. Any unit that is eligible under the Section 8 rental assistance program is eligible for this program except the restrictions against purchasing a unit owned by the Housing Authority or precluding a unit occupied by its owner or by a person with any interest in the dwelling unit is not applicable.

The types of eligible units are:

- 1. Single family dwellings;
- 2. Condominiums;

3. Cooperatives; and
4. Manufactured Housing and their pads.

The types of units which are not eligible are:

1. Public or Indian Housing;
 2. Unit receiving Section 8 project based assistance;
 3. Nursing home or facility offering continuing care; and
 4. College or school dormitory
- B. The unit must be either existing or under construction at the time the Evansville Housing Authority determines that the family is eligible for homeownership assistance.
- C. The unit must be either a one unit property or a single dwelling unit in a cooperative or condominium.
- D. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector designated and paid for by the family.
- E. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.

23.5 SEARCHING FOR A NEW HOME (24 CFR 982.629)

- A. The Evansville Housing Authority has established the maximum time that will be allowed for a family to locate and purchase a home.
- B. The family will continue to receive rental assistance until a home is found.
- C. The family has up to six months to locate a home to purchase. The six month period will begin on the first day of the families' eligibility for homeownership.
- D. The family must obtain financing within three months of locating a home. The time frame for financing and closing may vary with market conditions.
- E. If the family is unable to locate a suitable home, it can request that the voucher be converted to rental status. This must occur before the voucher expires. Approval of this request will be at the discretion of the Evansville Housing Authority.
- F. Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

23.6 HOMEOWNERSHIP COUNSELING (24 CFR 982.630)

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program. The counseling will be conducted by a HUD-approved counseling agency or through the Evansville Housing Authority's FSS Program. If this is not available, the housing authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA required pre-assistance counseling program are:

- A. Home maintenance (including care of the grounds);
- B. Budgeting and money management;
- C. Credit counseling;
- D. How to negotiate the purchase price of a home;
- E. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- F. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- G. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- I. Information about the Real Estate Settlement Procedures Act (RESPA), state and federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The Evansville Housing Authority will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will be voluntary for all homeownership assistance recipients except those requesting their second, fifth, tenth, fourteenth and fifteenth years of assistance. The reason for this mandatory counseling is to make sure that families are either off to a good start or preparing for the termination of their assistance.

23.7 HOME INSPECTIONS (24 CFR 982.631)

The Evansville Housing Authority will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes Housing Quality Standards.

The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components. The Housing Authority may not require the family to use an independent inspector selected by the housing authority. The independent inspector may not be a housing authority employee or contractor, or other person under control of the housing authority. The independent inspector shall be certified by the America Society of Home Inspectors or one whose inspection are accepted by three local lenders. It shall be the responsibility of the inspector to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to the Evansville Housing Authority. The housing authority will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the Evansville Housing Authority's tenant-based rental voucher program), the housing authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

23.8 CONTRACT OF SALE

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Evansville Housing Authority a copy of the contract of sale.

The contract of sale must:

- A. Specify the price and other terms of sale by the seller to the purchaser.
- B. Provide that the purchase will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
- C. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
- D. Provide that the purchaser is not obligated to pay for any necessary repairs.

- E. Contain a certification from the seller that the seller has not been debarred, suspended or subject to a limited denial of participation.

23.9 FINANCING THE PURCHASE OF THE HOME (24 CFR 982.632)

- A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.
- B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.
- C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.
- D. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of the Evansville Housing Authority. The housing authority may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.
- E. The Evansville Housing Authority will not allow balloon payment mortgages, variable rate mortgages, or seller financed mortgages.
- F. All mortgage loans must close within the period of time established by the Evansville Housing Authority at the time the purchaser and seller entered into their sale contract.

23.10 REQUIREMENTS FOR CONTINUING ASSISTANCE (24 CFR 982.633)

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, the Evansville Housing Authority may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

The family must agree, in writing, to comply with the following obligations:

- A. The family must attend and complete ongoing homeownership and housing counseling.
- B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

- C. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:
1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
 2. The composition of the assisted family residing in the unit must be approved by the Evansville Housing Authority. The family must promptly inform the housing authority of the birth, adoption, or court-awarded custody of a child. The family must request housing authority approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).
 3. The family must promptly notify the Evansville Housing Authority if any family member no longer resides in the unit.
 4. If the Evansville Housing Authority has given approval, a foster child or a live-in aide may reside in the unit.
 5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
 6. The family must not sublease or sublet the unit.
 7. The family must not assign the lease or transfer the unit.
 8. The family must supply any information or certification requested by the housing authority to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on purposes of family absences. The family must cooperate with the housing authority for these purposes. The family must promptly notify the housing authority of their absence from the unit.
- D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
- E. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family

members in accordance with paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.

- F. The family shall supply the Evansville Housing Authority with any required information requested by the housing authority. In particular this shall include information relating to the following:
 - 1. Citizenship or related immigration matters;
 - 2. Family income and composition;
 - 3. Social Security numbers;
 - 4. Any mortgage or other debt placed on the property;
 - 5. Any sale or other transfer of any interest in the home; and
 - 6. The family's homeownership expenses
- G. The family must notify the housing authority before the family moves out of the home.
- H. The family must not sell or transfer the home to anyone other than a member of the assisted family who resides in the home while receiving homeownership assistance.
- I. The family must notify the Evansville Housing Authority if the family defaults on a mortgage securing any debt incurred to purchase the home.
- J. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.
- K. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.
- L. The family must secure the written permission of the Evansville Housing Authority before it refinances any debt secured by the home or places any additional secured debt on the property.
- M. The family must assure the Evansville Housing Authority that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.
- N. The family must supply all required information to the EHA, including but not limited to annual verification of household income, notice of change in homeownership expenses, notice of move-out, and notice of mortgage default. The Evansville Housing Authorities Homeownership Family Obligation policies are set forth in Appendix A hereto.

23.11 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE (24 CFR 982.634)

- A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.
- B. The maximum term described in the preceding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.
- C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).
- D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

23.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE
(24 CFR 982.635)

- A. While the family is residing in the home, the Evansville Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:
 - 1. The payment standard minus the total tenant payment; or
 - 2. The family's monthly homeownership expenses minus the total tenant payment.
- B. The payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, the Evansville Housing Authority will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or
2. The payment standard (as determined in accordance with paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The Evansville Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
2. Real estate taxes and public assessments on the home;
3. Home insurance;
4. The Evansville Housing Authority utility allowance for the home; and
5. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

D. Homeownership expenses for a cooperative member may only include amounts to cover:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
 3. Home insurance
 4. The PHA utility allowance for the home; and
 5. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership options is readily accessible to and usable by such person.
- E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- F. The Evansville Housing Authority will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.
- G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, the Evansville Housing Authority retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

23.13 HOMEOWNERSHIP PORTABILITY (24 CFR 982.636, 982.353(B) 982.552 & 982.553)

- A. A family may qualify to move outside the initial Evansville Housing Authority jurisdiction with continued homeownership assistance under the voucher program. Families determined eligible for homeownership assistance by the Evansville Housing Authority may purchase a unit outside our jurisdiction, if:
1. The meet our normal requirements for portability under the rental program;
 2. The receiving housing authority is administering a voucher homeownership program and the family meets the receiving housing authority's eligibility requirements; and

3. The receiving housing authority is accepting new homeownership families.
- B. Conversely, if the Evansville Housing Authority has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.
 - C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g. issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.
 - D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program. Or if the family is unable to purchase a home within the maximum time established by the housing authority.
 - E. If the tenant should relocate to another PHA jurisdiction while a currently enrolled in the EHA Housing Choice Voucher Homeownership Program, classes the tenant must be aware that any monies for down payment assistance will not be transferable
 - F. Continued assistance under portability procedures is the next section of this Administrative Plan.

23.14 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE

- A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements). The Evansville Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. (No more than one (1) move per year may occur in the program.)
- B. The Evansville Housing Authority must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:
 1. The requirement for pre-assistance counseling is not applicable.
 2. The requirement that a family must be a first time homeowner is not applicable.

- C. The Evansville Housing Authority may deny permission to move with continued assistance in the following circumstance:
 - 1. The Evansville Housing Authority may deny permission to move with continued rental or homeownership assistance if the housing authority determines that it does not have sufficient funding to provide continued assistance.
 - 2. At any time, the Evansville Housing Authority may deny permission to move with continued rental or homeownership assistance in accordance with the next section.

23.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES (24 CFR 982.638)

- A. At any time, the Evansville Housing Authority may deny or terminate homeownership assistance in accordance with the same rules as it utilizes for the rental program.
- B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.
- C. The Evansville Housing Authority may deny or terminate assistance for violation of participant obligations as previously described for the rental program.
- D. A family's home ownership assistance may be changed in the month following annual recertification of the household income, but participation in the Housing Choice Voucher Home Ownership program shall continue until such time as the assistance payment amounts to \$0.00 for a period of six (6) consecutive months.
- E. Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, EHA will not continue home ownership assistance commencing with the month after the family moves out. **Neither the family nor the lender is obligated to reimburse the EHA for homeownership assistance paid for the month the family moves out.**
- F. The PHA shall terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The Evansville Housing Authority, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the housing authority will deny such permission, if:
 - 1. The family defaulted on an FHA insured mortgage; and

2. The family fails to demonstrate that:
 - a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
 - b. The family has moved from the home within the period established or approved by HUD

23.16 RECAPTURE OF HOMEOWNERSHIP ASSISTANCE (24 CFR 982.640)

Upon purchase of a home, the family must execute documentation as required by the HUD and EHA consistent with State and local law, securing EHA's right to recapture the homeownership assistance. The lien securing the recapture of homeownership subsidy may be subordinated to a refinanced mortgage.

- A. The Evansville Housing Authority shall recapture a percentage of the homeownership assistance provided to the family upon the family's sale or refinancing of the home.
- B. Upon purchase of the home, a family receiving homeownership assistance shall execute documentation as required by HUD and consistent with State and local law that secures the Evansville Housing Authority's right to recapture the homeownership assistance in accordance with this section. The lien securing the recapture of homeownership subsidy may be subordinated to a refinanced mortgage at the discretion of the housing authority.
- C. In the case of the sale of the home, the recapture shall be in an amount equaling the lesser of:
 1. The amount of homeownership assistance provided to the family, adjusted as described in paragraph F of this section; or
 2. The difference between the sales price and purchase price of the home, minus:
 - a. The costs of any capital expenditures;
 - b. The costs incurred by the family in the sale of the home (such as sales commission and closing costs.)
 - c. The amount of the difference between the sales price and purchase price that is being used, upon sale, towards the purchase of a new home under the Section 8 homeownership option; and
 - d. Any amounts that have been previously recaptured, in accordance with this section.

- D. In the case of a refinancing of the home, the recapture shall be in an amount equaling the lesser of:
 - 1. The amount of homeownership assistance provided to the family, adjusted as described in Paragraph F of this section; or
 - 2. The difference between the current mortgage debt and the new mortgage debt; minus:
 - a. The costs of any capital expenditures;
 - b. The costs incurred by the family in the refinancing of the home (such as closing costs); and
 - c. Any amounts that have been previously recaptured as a result of refinancing.
- E. The recapture amount shall be determined using the actual sales price of the home, unless the sale is to an identity of interest entity. In the case of Identity of interest transaction, the housing authority shall establish a sale price based on fair market value.
- F. The amount of homeownership assistance subject to recapture will automatically be reduced over a ten year period, beginning one year from the purchase date, in annual increments of ten percent. At the end of the ten year period, the amount of homeownership assistance subject to recapture will be zero.
- G. EHA administrative fee for each month that homeownership assistance is paid by EHA on behalf of the family, EHA shall be paid the ongoing administrative fee described in 24 C.F.R. S982.152 (b).
- H. Waiver or Modification of Home ownership Policies- the Executive Director of EHA shall have the discretion to waive or modify any provision of the Housing Choice Voucher Homeownership program or policies not governed by statute or regulation
- I. for good cause or to comply with changes in HUD regulations or directives

GRIEVANCE PROCEDURE OF THE HOUSING AUTHORITY
OF _____, INDIANA
[24 Code of Federal Regulations (CFR) 966 Subpart B]

- I. Definitions applicable to the grievance procedure: [§966.53]
- A. Grievance: Any dispute which a Resident may have with respect to a Public Housing Authority's action or failure to act in accordance with the individual's Resident's rights, duties, welfare or status.
 - B. Complainant: Any Resident (as defined below) whose grievance is presented to the Public Housing Authority (PHA) (at the central office or the development office) in accordance with the requirements presented in this procedure.
 - C. Elements of due process: An eviction action or a termination of tenancy in a State of local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Resident to be represented by counsel;
 - (3) Opportunity for the Resident to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
 - (4) A decision on the merits.
 - D. Hearing Officer: A person selected in accordance with §966.55 and this procedure to hear grievances and render a decision with respect thereto.
 - E. Hearing Panel: A three member panel selected in accordance with §966.55 and this procedure to hear grievances and render a decision with respect thereto.
 - F. Resident: The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Resident family residing in the dwelling unit.
 - G. Resident Organization: An organization of residents, which also includes a resident management corporation.

II. Applicability of this grievance procedure [§966.51]

In accordance with the applicable Federal regulations §966.51 this grievance procedure shall be applicable to all individual grievances (as defined in Section I above) between Resident and the PHA with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of several states requires that Resident be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or
 - (2) Any drug-related criminal activity on or near such premises. [§966.51 (2)(i) and (ii)]

- B. The PHA grievance procedure shall not be applicable to disputes between tenants not involving the PHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners. [§966.51 (b)]

This grievance procedure is incorporated by reference in all Resident dwelling leases and will be furnished to each Resident and all resident organizations. [§966.52 (b) and (d)]

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments which will be considered before adoption of any grievance procedure changes by the PHA. [§966.52 (c)]

III. Informal settlement of a grievance [§966.54]

Any grievance must be personally presented, either orally or in writing, to the PHA's central office or the management office of the development in which the complainant resides within ten days after the grievance event. Grievances received by the Phi's central office will be referred to the person responsible for the management of the development in which the complainant resides.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that neither of the exclusions in paragraphs II.A or II.B above apply to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the Phi's grievance procedure, with the reason therefore.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time within ten working days to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance, and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

Within five working days following the informal discussion, the PHA shall prepare and either give or mail to Resident a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Resident's file.

IV. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Resident resides no later than five working days after the summary of the informal hearing is received. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. [§966.55 (a)]

The written request shall specify:

- The reasons for the grievance;
- The action of relief sought from the PHA; and
- Several dates and times in the following ten working days when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the PHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, PHA and the hearing officer or hearing panel, but in no case later than ten working days after the PHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the Phi's decision rendered at the informal hearing becomes final, and the PHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure. [§966.55 (c)]

V. Selecting the Hearing Officer or Hearing Panel [966.55 (b)(2)(ii)]

A grievance hearing shall be conducted by an impartial person or persons appointed by the PHA after consultation with resident organizations, as described below:

- A. The PHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The PHA will check with each nominee to determine whether there is an interest in serving as a potential hearing officer or panel member whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn.

- B. A slate of potential hearing officers or hearing panel members nominated by the PHA shall be submitted to the PHA's resident organizations. Written comments from the organizations shall be considered by the PHA before the nominees are appointed as hearing officers or panel members.
- C. When the comments from resident organizations have been received and considered, the nominees will be informed that they are the PHA's official grievance hearing committee. The PHA will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

VI. Escrow deposit required for a hearing involving rent [§966.55 (e)]

Before a hearing is scheduled in any grievance involving the amount of rent which the PHA claims is due under this lease, the complainant shall pay to the PHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. This requirement will not be waived by the PHA.

VII. Scheduling hearings [§966.55 (f)]

When a complainant submits a timely request for a grievance hearing, the PHA will immediately contact three members of the hearing committee to schedule the hearing within the following ten

working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified.

If two of the panel members can meet on a date convenient for the complainant, the PHA will approach another member of the hearing committee to find a third member to complete the panel.

If only one member of the hearing committee can meet on a date identified by the complainant, that single committee member shall serve as the hearing officer.

As soon as the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members/officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

VIII. Procedures governing the hearing [§966.56]

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

- A. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.

The Resident shall be allowed to copy any such document at the Resident's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or other person chosen as the Resident's representative and to have such person make statements on the Resident's behalf.
- C. The right to a private hearing unless the complainant request a public hearing. The right to present evidence and arguments in support of the Resident's complaint to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing. [§966.56 (b)]

The hearing panel/officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [§966.56 (c)]

At the hearing the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the PHA must sustain the burden of justifying the PHA's action or failure to act against which the complaint is directed. [§966.56 (e)]

The hearing shall be conducted informally by the hearing panel/officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [§966.56 (f)]

The hearing panel/officer shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel/officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [§966.56 (f)]

The complainant or the PHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [§966.56 (g)]

If a hearing panel member/officer fails to disqualify himself/herself as required in Section V. A., the PHA will remove the panel member/officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

IX. Failure to appear at the hearing

If the complainant or the PHA fails to appear at the scheduled hearing, the hearing panel/officer may make a determination to postpone the hearing for not to exceed five business days, or may make a determination that the party has waived his right to a hearing. [§966.56 (d)]

Both the complainant and the PHA shall be notified of the determination by the hearing panel/officer: Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in court. [§966.56 (d)]

X. Decision of the hearing panel or officer [§966.57]

The hearing panel/officer shall prepare a written decision, together with the reasons for the decision within ten working days after the hearing. A copy of the decision shall be sent to the complainant and the PHA.

The PHA shall retain a copy of the decision in the Resident's folder. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the hearing panel or officer.

The decision of the hearing panel/officer shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing panel/officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the Annual Contributions Contract between HUD and the PHA.
- C. A decision by the hearing panel/officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [§966.57]

XI. Accommodation of persons with disabilities [§966.56 (h)]

The Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the complainant is visually impaired, any notice to the tenant which is required by this Grievance Procedure must be in an accessible format.

APPENDIX A

This form is to be signed by the home buyer(s) in the presence of the Housing Authority's (EHA's) Homeownership Program Coordinator. The coordinator will explain any and all clauses which you, the home buyer(s), may not.

The following paragraph describes your responsibilities under the Section 8 Home ownership Program. If you or members of your household do not meet these responsibilities, through your actions or yours failure to act, you may be terminated from the Housing Choice Voucher Homeownership Program.

1. **Family Obligations:** You must comply with all Family Obligations of the Housing Choice Voucher Program, expecting only the prohibitions against owning or having an interest in the unit.
2. **Housing Counseling:** All participating family members (i.e. those signing the purchase offer and loan documents) must satisfactory complete an EHA provided or approved counseling program prior to commencement of homeownership assistance. EHA may require any or all participating family members to attend additional counseling classes as a condition of continued assistance.
3. **Purchase Contract:** You must include contract conditions in any Offer to Purchase that give EHA reasonable time(a) to inspect the home for compliance with HUD's Hosing Quality standards; (b) to review and approve a professional home inspection report obtained by you from a EHA approved inspector; and (c) approve the terms of your proposed financing. Advise your Realtor of these requirements.
4. **Mortgage Obligations:** You must comply with the terms of any mortgage incurred in the purchasøf the property and must notify EHA's Homeownership program Consol within five (5) days of receipt of any late payments of default notice.
5. **Occupancy:** You must maintain the property in a decent, safe and sanitary manne4r. You must allow EHA to inspect the property within one-week of a demand by EHA to conduct an inspection. You must correct any notice of deficiency issued by EHA within the time limit specified in the notice. If you fail to adequately maintain the property, EHA may divert the maintenance and replacement reserves portion of the Homeownership assistance payment to an escrow account to be used to pay for reasonable and necessary maintenace expenses.
6. **Annul Re-examination:** You must annually provide EHA with current information regarding family income ad composition in a format required by EHA.
7. **Refinancing:** You must notify EHA in writing of any proposal to refinance the original purchase mortgage or of any proposal to encumber the property with secondary financing and obtain EHA's written approval of such financing prior to executing any loan documents.
8. **Default:** In the event of a default on your mortgage obligation, you must cooperate the EHA and the lender to minimize any loss to the lender in order to maintain your eligibility to continue as a participant in the Housing Choice Voucher Program.
9. **Recapture:** You must sign and have recorded a lien, in a form required by HUD, securing EHA's right to recapture a percentage of home ownership assistance provided to you upon your sale or refinancing of the home within a ten (10) year period after the purchase date. The amount of recapture shall be calculated in accordance with HUD regulations and shall be subject to automatic reduction in 10% increments annually beginning one ear from the purchase date.

By signing below, I attest that I have read and fully understand my obligations as a participant in the Housing Choice Voucher Program Homeownership Program and I agree to abide by these responsibilities. I understand the EHA may terminate my Housing Choice Homeownership Voucher assistance if I violate any of these obligations, but that I may request an informal review of any proposed notice to termination prior to it becoming effective.

DATE _____

BUYER SIGNATURE _____

**FREQUENLY ASKED QUESTIONS
REGARDING USAGE OF HOUSING CHOICE VOUCHERS
FOR HOMEOWNERSHIP**

What is Housing Choice Voucher Homeownership Program?

The Housing Choice Voucher Homeownership program of the Evansville Housing Authority (EHA) permits eligible participants of the Housing Choice Voucher that participate in the FSS Program including participants with portable vouchers, the option of purchasing a home with their Housing Choice Voucher rather than renting.

What are the eligibilty requirements?

In order to be eligible, the individual or family must:

- have a Housing Choice Voucher issued by the Evansville Housing Authority
- have completed an initial Housing Choice lease term and an annual recertification
- not owe EHA or any other Housing Authority and outstanding debt
- meet family eligibility requirements as follows:
 - A. be a first-time homeowner or have a member who is a person with disabilities;
 - B. with the exception of elderly and disabled households, meet a minimum income requirement without counting income from "welfare assistance" sources;
 - C. with the exception of elderly and disabled households, meet the requisite employment criteria;
 - D. have complete an initial lease term in the Housing Choice Voucher program;
 - E. have fully repaid any outstanding debt owed to the EHA or any other Housing Authority;
 - F. not defaulted on a mortgage securing debt to purchase a home under the homeownership option; and
 - G. provide a cash down payment of \$750.00 or 5% of assets, whichever is greater

What is the minimum income requirement?

The head of household, spouse or adult family member must have a gross annual income equal to Federal minimum wage, times 2000 hours (currently \$10,300 per year)

What is the employment requirement?

The head of household, spouse or adult family member must (with the exception of elderly and/or disabled households) be employed full-time, i.e. at least 1560 hours annually (30 hours per week), and employed continuously for one (1) year prior to execution of sales agreement

Once determined eligible, what are the family participant requirements?

- Complete homeownership counseling program approved by EHA
- Locate a home within the specified time (180days)
- Submit sales agreement for approval by EHA
- Allow EHA to inspect proposed home to assure that dwelling meets Housing Quality Standards
- Obtain independent inspection(s) covering all major building systems
- Obtain HA approval of proposed mortgage
- Enter written agreement with EHA to comply with family obligations under the Housing Choice Voucher Program

How do I know if I'm ready for HOMEOWNERSHIP?

Owning a home is a big responsibility. It is important that you understand the responsibilities before you look at being a homeowner. If you plan to participate in the EHA homeownership Program, it is mandatory that you complete and approve homeownership counseling course prior to purchasing a home. You also need to clear any credit problems and begin saving money so that you will be able to make a down payment.

What kind of paperwork must I complete?

When you purchase a home, there is a lot of paperwork which must be completed. Some of the paperwork provided EHA, the lender and real estate professional with the information they need to make sure you are able to financially purchase a home. Some of the paperwork ensures that you are treated professionally and are protected. It is very important that the information you provide is accurate, complete and submitted quickly. Make sure you understand any documents you sign and do not hesitate to ask the lender, real estate professionals, and others any questions which help you clarify the process.

Can my family help me buy the home?

In most cases, your family can help you purchase a home. Assisting with a down payment or other expenses or co-signing/co-borrowing on the loan may be possible. However, it is important to understand the under Housing Choice regulations, a non-occupying co-borrower cannot own interest in the home.

Am I limited as to how much I pay for a home?

The amount you are able to pay for a home depends on your total income and resources. The mortgage lender will consider your total income, your Housing Choice Voucher assistance, and may consider other assistance you are receiving from a family member or agency. The lender will pre-qualify you for a loan based on income and other financial information. It is important to have this pre-qualification letter before you begin shopping for a home.

How long will I continue to receive Housing Choice Voucher assistance if I participate in the Homeownership Program?

Provided that your family complies with Family Obligations, you may receive Housing Choice homeownership assistance for 10 or 15 years, depending on individual financing. Participation ends, however, when the assistance amount is zero dollars (\$0.00) for a period of six consecutive months. Elderly and disabled families are not subject to the 10/15 year maximum term of assistance.

Will I still have a Housing Choice recertification each year?

Yes. You will still need to submit all the paperwork for recertification each year and you will have to continue to conform to all the statements in the Statement of Homebuyer Obligations which you sign prior to purchasing a home.

What happens if I do not make the mortgage payments? Will I still be able to participate in the Housing Choice Voucher program?

If a family defaults on mortgage, the EHA may permit the family to move with continued Housing Choice Voucher assistance providing the family has demonstrated that it has timely conveyed title of the home to HUD or its designee in the case of an FHA-insured mortgage. If the lender is not an FHA-insured lender, EHA will evaluate each situation on a case by case basis.

What happens to my home if I die?

This is a complicated question because much depends on individual circumstances. Currently, the HUD Homeownership rule states; “ Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent’s estate, notwithstanding transfer or title by operation of law to the decedent’s executor or legal representative, so long as the home is solely occupied by remaining members of the family in accordance with Housing Choice voucher regulations.”

Can I have a roommate?

No. Under the standard Family Obligations for use and occupancy on the voucher program, no other person except members of the assisted family may reside in the unit except for a foster child or live-in-aide. The individual or family may not sublease under the Family Obligations.

Can I sell my home?

Yes, however, all sales must be approved by EHA and depending on the circumstances, you may be subject to a recapture of EHA assistance payments if you sell or refinance the loan in less than 10 years.

Am I responsible for other expenses incurred as a result of purchasing a home?

Yes. You are responsible for all monthly homeownership expenses (i.e. homeownership association dues, property taxes, insurance and all maintenance repairs) that you may have as any non-assisted homeowner.

AUTHORIZATION TO RELEASE INFORMATION

I _____, give my permission for the following agencies to exchange any necessary information regarding my involvement in the Housing Choice Voucher Homeownership Program:

Hope of Evansville (H.O.P.E.)

Lender: _____

Inspector: _____

Real Estate Agent: _____

Other: _____

This information may include but is not limited to financial, credit and employment information.

Participant Signature

Date

Participant Signature

Date

EHA Staff Signature

Date

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the HA for the administration of the program and will include hard-to-house fees paid for moves by families with three or more minors, and extra counseling money that may be authorized by HUD.

Administrative Plan: The plan that describes HA policies for the administration of the tenant-based programs. This document is the administrative plan for the HA.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: An adult is:

19 years of age or older,

18 years of age and married (not common law), or

A person that has been relieved of the disability of non-age by juvenile court.

Note

Only persons who are adults shall be eligible to enter into lease agreement for occupancy

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.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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.

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: see net family assets.

Asset Income: Income received from assets held by household 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.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Budget Authority: An amount authorized and appropriated by congress for payment to HA's under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of he funding increment

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

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.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where

such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. The Evansville Housing Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the child (children). An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing child care.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous Metropolitan Statistical Area (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Section 8 Program.

Contract Authority: The maximum annual payment by HUD to an HA for a funding increment.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Person: means a tenant, any member of the tenant's household, a guest of another person under the tenant's control.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and 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.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

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

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws

Domicile:The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug-Related Criminal Activity: Term means:

- H. Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.
- I. Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance(as defined in section 102 of the controlled substance act
(21 U.S. C. 802)

Elderly family: A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; or disabled, or handicapped and may include two or more elderly, disabled or handicapped 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 one or more persons who are determined to be essential to his or her care and well being.

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

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

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.).

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register

Familial Status: A single pregnant woman and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as an single person (reference Federal Register published February 13, 1996, pages 5,662 and 5,663). In Section II “Reinventing Parts 812 and 912 of the Federal Register states:

The April 10, 1992 proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA-protected classes from other single persons.”

Therefore, a single pregnant woman and individual in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons and only entitled subsidy for a zero or one-bedroom family unit size.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- 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.

Note

Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for tenant-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (Ref. 982.207 Housing assistance limitation for single persons, published in the federal register on 02/13/96).

The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of the subsidy for a zero or one-bedroom family unit size. The limit is on the amount of subsidy paid NOT the SIZE of the UNIT!

Family members: include all household members except 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 HUD-50058.

Family Self-Sufficiency (FSS) Program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authority's 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.

Foster Children: With the prior written consent of the HA, a foster child may be added as a Section 8 participant. The factors considered by the HA in determining whether or not consent is granted may include:

- A. Whether the addition of a new occupant may require the issuance of a new voucher, and whether such documents are available.
- B. The Section 8 landlord's obligation to allow reasonable accommodation for handicapped person.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.

Funding Increment: Each commitment of budget authority by HUD to an HA under the consolidated ACC for the HA program.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Guest: For purposes of this program, the term “*guest*” means a person temporarily staying in the assisted unit with the consent of a tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant

Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Hazardous Duty Pay: Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household: The family and any HA approved live-in aide.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Agency (HA): Housing Agency (formerly Public Housing Agency (PHA), PHA and HA are the same thing) A State, county, municipality or other government entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Housing Assistance Payment (HAP): The monthly assistance by a HA. The total assistance payment consists of:

- A. A payment to the owner for rent to the owner under the family's lease.
- B. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a “utility reimbursement.” The HA may elect to pay the appropriate amount directly to the utility provider.

Housing Assistance Payment (HAP) Contract: A written contract between an HA and an owner, in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family holding a voucher with an unexpired term.

HUD – Housing & Urban Development: The U.S. Department of Housing and Urban Development.

HUD Requirements: HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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 in determining annual income.

Infant: A child under the age of two (2) years.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Contract Rent: The contract rent at the beginning of the initial lease term.

Initial HA In portability, the term refers to both:

- A. An HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA
- B. An HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.

Initial Lease Term: The initial term of the assisted lease.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim Redetermination of Rent: Changes of rent between admissions and reexaminations and the next succeeding reexamination.

INS: The U.S. Immigration and Naturalization Service.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD.

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 HA to be essential to the care and well-being of the person(s);
- b. Is not obligated for the support of the person(s);
- c. Would not be living in the unit except to provide the necessary supportive services.
- d. A live-in aide must be approved, in advance, by the HA.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National:A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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.

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding 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 shall be excluded.
- b. In cases where a trust fund has 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.

- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-citizen: A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other Person under the Tenant's Control: The person, although not staying as a guest in the unit who 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. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial is not under the tenant's control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, 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 such ability could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;
- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Preference: At the option of the HA, a preference system can be used to select among applicant families.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Project Based: Rental assistance that is attached to the structure.

Project Based Voucher Program: Reserved for future rule making.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Re-examination Date: The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.

Remaining member of a tenant family: The person(s) of legal age remaining in the subsidized unit after the person(s) who signed the voucher has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year before becoming eligible for Section 8 subsidy as a remaining family member. This person must complete forms necessary for Section 8 assistance within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable

time (not more than 60 calendar days from the date individual request head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required Section 8 subsidy documents and cure any monetary obligations in order to maintain assistance. Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in Section _____, of this policy.

Residency Preference: An HA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area.

Residency Preference Area: The specified area where families must reside to qualify for a residency preference.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Spouse: A spouse is the legal husband or wife of the head of the household. This includes common law marriage.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Temporarily Absent Family Members: Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant-Based: Rental assistance that is not attached to the structure.

Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the tenant rent is zero and there is a utility reimbursement payment (URP). The URP is the difference between the total tenant payment or minimum rent and the utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act. which is the higher of:

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

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.

Utilities: Utilities may include water, electricity (including air conditioning if applicable. See CFR 982.517), gas, garbage, and sewage services and, where applicable, trash and garbage collection.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility Reimbursement Payment (URP): The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total, tenant payment for the family occupying the unit.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
 - (2) Documentation, such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedure for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired term.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Wage Earner: A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" is used interchangeably.

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

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

Welfare-To-Work Families: Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
RESPA	Real Estate Settlement Procedures Act
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

PUBLIC HEARING
FOR AGENCY PLAN 2003
NOVEMBER 13, 2002
6:00 P.M.
KISSEL CENTER

The EHA Board of Commissioners called the meeting to order on the Public Hearing for the 2003 Agency Plan at 6:05 P. M. Five (5) of the seven (7) commissioners were present, Tony Kirkland, Jeanette Benton, Sara Davies, Lu Porter and Bobby Gold.

EHA staff present were: Paul Fletcher, Executive Director, Vic Ippoliti, Deputy Executive Director, Paulette Ellis, Executive Secretary, Cindy Collins, Erie Property Manager, Sharon Happe, Director of Special Programs, Olga Briggs, Director of Finance, Valarie Calhoun, Director of Leased Housing, Calvin Turnley, Youth Recreation Manager and Alice Cooper, Public Relations Manager.

Two residents were in attendance: Joan Tapp and Pat Tapp, representing Erie Homes.

Valarie Calhoun distributed copies of pages in the Agency Plan affecting Section 8 that were amended due to our Standard Performer status.

Joan and Pat Tapp presented letters from Fulton Square manager, Fulton Square Resident Council president and from themselves supporting the Bar Procedure which became part of the ACOP. Pat Tapp commented on the Pet Policy, saying that the requirement for \$300,000 liability insurance was not a requirement by HUD but one EHA required. The pet policy was amended to delete the requirement for a liability insurance policy.

Bobby Gold, resident commissioner, asked if the changes he proposed concerning the grievance procedure had been incorporated into the Agency Plan. He was told that they had.

Sharon Happe distributed amended pages covering the HOPE VI grant that the EHA is presently preparing.

Sharon Happe said that a final copy, with amendments of the Agency, Plan, would be prepared and copies given to all present holders. She said plan would be sent to HUD tomorrow.

The Board of Commissioners passed the resolution to accept the Agency Plan. Meeting was adjourned at 6:20 P. M.

ATTACHMENT J

**RESIDENT ADVISORY
BOARD MEMBERS**

Bobby Gold
717 Cherry, Apt. 206
Evansville, IN 47713

Mildred Robinson
717 Cherry, Apt. 702
Evansville, IN 47713

Mamie Gold
1850 S. Garvin
Evansville, IN 47713

Darlene Lewis
655 Sweetser
Evansville, IN 47713

Lydia Wilson
451 13th
Evansville, IN 47713

Pat Tapp
444 12th
Evansville, IN 47713

Sue Wilson
1729 7th Avenue
Evansville, IN 47710

Isabella Grayson
315 MLK Jr. Boulevard, Apt. 607
Evansville, IN 47713

Doris Washborne
315 MLK Jr. Boulevard, Apt. 214
Evansville, IN 47713

Shirley Stout
1030 W. Franklin, Apt. 403
Evansville, IN 47710

Evelyn Wardell
1030 W. Franklin, Apt. 706
Evansville, IN 47710

Cindy Collins
370 Canal Street
Evansville, IN 47713

Betty Martin
509 N. St. Joe, Apt. 701
Evansville, IN 47712

Otillia Keller
509 N. St. Joe, Apt. 412
Evansville, IN 47712

Kenneth and Betty Zengler
2100 Mahrendale
Evansville, IN 47714

Tammy France
1136 E. Blackford
Evansville, IN 47714

EVANSVILLE HOUSING AUTHORITY
(EHA)

BAR PROCEDURES

1. Anyone who is not an Evansville Housing Authority (EHA) resident, but who is on EHA property, may be barred from that EHA property or any EHA property if they engage in any action or behavior that disturbs the peaceful enjoyment of the residents, possess a danger to the residents or property or engage in any illegal activity. A complete list of violations and their corresponding bar terms is attached as Enclosure One.
2. The following EHA employees (“the Barring Official”) may initially bar persons:
 - The Executive Director
 - The Deputy Executive Director
 - The Director of Asset Management
 - The EHA Security Manager
 - EHA Property Managers or Property Management Clerks
 - EHA Security Officers (whether or not they are off-duty Evansville police officers, off-duty deputy sheriffs, off-duty Indiana State Troopers, or privately contracted security officers)
3. The Barring Official will prepare a Barring Ticket at the time of the incident, and obtain as much information as possible regarding the incident and the personnel involved. A copy of the Barring Ticket will be given to the barred person at the time of the barring.
4. Within 3 business days of the issuance of the Barring Ticket:
 - A letter notifying the barred individual will be sent to that person.
 - Additionally, if the barred individual was visiting an EHA resident at the time of the barring, a letter will be sent to that resident informing the resident of the barring.
 - Lastly, EHA will prepare a “Barred List” weekly, and will insure that this list is prominently displayed at all EHA developments.
5. If the barred individual disagrees with the barring, the barred individual may make a request that the bar be waived or reduced within 30 days of the barring. The Request for Waiver or Reduction (“the Request”) **must be made in writing, and must be signed by the barred individual.** The Request must be sent to:

Mr. Paul Fletcher
Executive Director
Evansville Housing Authority
500 Court Street
Evansville, IN 47708

6. The Request letter must include:
 - A phone number where the barred individual can be reached.
 - An address where notification is to be sent.
 - A list of the barred individual's witnesses, with name address, and phone number.
 - If the barred individual will be represented by counsel, and if so, Counsel's name, address and telephone number.
7.
 - a. The Evansville Housing Authority will establish a Bar Review Committee ("the Committee") to review the Request.
 - b. The Committee will consist of three (3) members. One of these three (3) members must be a resident, and the other two (2) will be selected by the EHA Executive Director from the following organizations:
 - EHA Property Managers
 - EHA Asset Management Department
 - EHA Security Department
 - Section 8 Case Workers
 - c. Any person listed on the EHA lease and over the age of 18 may be called to serve on the Committee
 - d. A stipend should be paid to the EHA resident for the time committed to the Committee and their deliberations.
 - e. The members of the Committee will be covered under the blanket Error Insurance policy carried by EHA for protection against liability.
8.
 - a. The Committee will meet to review the Request.
 - b. EHA will notify the Requestor of the time, date and location of the Review by certified mail at least five (5) working days prior to the hearing.
 - c. This mailed notice will be the only notification of the Review. The Requestor will be responsible for notifying his/her witnesses. If the Requestor fails to appear at the Review, the Bar will stand.
9. All EHA interested parties will be notified by EHA.
10. The Requestor will be allowed to make an opening and closing statement, present witnesses and exhibits on his/her behalf in an informal hearing before the Committee adjourns to review the evidence to determine a ruling.
11. Deliberations of the Committee will occur immediately after the review and are confidential.

12. The Requestor will be notified of the Committee's decision within ten (10) business days of the Review in writing by certified mail.
13. The Requestor has the right of appeal of the Committee's decision to the EHA Board of Commissioners Security Committee. This board will review a written record presented from both sides.
14. The Committee will abide by all state and federal laws, and HUD and EHA policies and regulations.

VIOLATIONS AND CORRESPONDING BAR TERMS

Any non-resident will be directed to leave and will be barred from returning to any Housing Authority of the City of Evansville (EHA) development within which that person:

1. Makes unreasonable noise;
 - Bar Period: 6 months.
2. Engages in fighting or in violent or threatening behavior:
 - Bar Period: 1 year.
Examples of threats may include, but are not limited to the direct or indirect promise or insinuation of bodily injury, retaliation in the form of physical harm or injury, or damage to the property of any EHA resident, their family member(s), EHA personnel or EHA officer.
3. Substantially interferes with any right, comfort or convenience of any EHA Resident or employee;
 - Bar Period: 6 months
Interference with a resident's quiet enjoyment of their home may occur when people loitering or congregate outside or near the home of another EHA resident. This gathering very likely will produce trash and noise. Playing of loud music at inappropriate hours is especially likely to interfere with a resident's quiet enjoyment of their home.
4. Engages in any activity which constitutes a criminal offense;
 - Bar Period: 1-3 years depending on severity.
5. Engages in any activity involving firearms/weapons, illegal drugs or violence;
 - Bar Period: 3 years

[Offenders may request that the bar be waived or reduced after one (1) year if they voluntarily complete, at their own expense, a drug-counseling program]. If the Offender is found again in possession of illegal drugs and the bar has been waived or reduced, there will be no further waivers or reduced bar time given to the offender. Each addition and separate offense will add an additional three (3) year Bar to the initial Bar Period. There is no maximum Bar Period for the illegal possession of drugs.
6. Damages, defaces or destroys any property belonging to EHA, or/and EHA Resident or employee;
 - Bar Period: 1 year

[Offenders may request that the bar be waived or reduced only after they have made full restitution, possibly by performing Community Service on EHA properties].

7. Drives in a careless or reckless manner;
 - Bar Period: 1 year
8. Consumes or possesses an open container of any alcoholic beverage on the common areas without being accompanied (meaning actual physical presence) by an adult (meaning 21 years or older) Resident (meaning listed on page 1 of the lease) of that development;
 - Bar Period: 6 months
9. Engages in gang activity, including, but not limited to:
 - a. Grouping to show gang affiliation or to intimidate rival gangs, residents or employees, or
 - b. Using hand signals or gestures for the purpose of intimidation, or for the purpose of provoking a violent response; or
 - Bar Period: 1 year
10. Violates any applicable city or county curfew ordinance;
 - Bar Period: 6 months
11. Is a Registered Sexual Offender or manufactures Methamphetamines.
 - Bar Period will be a lifetime bar.

Any person who fails to leave the property after being directed to do so, or who returns to the property after being given such direction, will be subject to arrest and prosecution for Criminal Trespass.