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

Small PHA Plan Update
Annual Plan for Fiscal Year: 2003

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

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

PHA Plan
Agency Identification

PHA Name: Higginsville Housing Authority

PHA Number: MO110

PHA Fiscal Year Beginning: (mm/yyyy) 10/2003

PHA Plan Contact Information:

Name: Don Lefman
Phone: (660)584-3911
TDD: (660)584-3911
Email (if available): housing@ctcis.net

Public Access to Information

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

☒ Main administrative office of the PHA
☐ PHA development management offices

Display Locations For PHA Plans and Supporting Documents

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

☒ Main administrative office of the PHA
☐ PHA development management offices
☐ Main administrative office of the local, county or State government
☐ Public library
☐ PHA website
☐ Other (list below)

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

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

PHA Programs Administered:

☐ Public Housing and Section 8 ☐ Section 8 Only ☒ Public Housing Only

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

i. Table of Contents

Provide a table of contents for the Plan, including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

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☒ Attachment F: Comments of Resident Advisory Board or Boards & Explanation of PHA Response (must be attached if not included in PHA Plan text)
☒ Other (List below, providing each attachment name)
G: Conversion of Public Housing Development

ii. Executive Summary

[24 CFR Part 903.7 9 (r)]
At PHA option, provide a brief overview of the information in the Annual Plan

The Higginsville Housing Authority's 2003 Annual Plan is a document that serves several purposes. First, The Annual Plan gives evidence that all mandatory policies and procedures have been implemented. Policies and procedures are largely based upon directive from the Department of Housing and Urban Development. These policies and procedures foster sound management and provide residents with protections and opportunities. Secondly, the Annual Plan documents the current fiscal soundness of the Higginsville Housing Authority. And finally, the Annual Plan includes a section on needed physical improvements through the FY 2003 Capital Fund Program 5 Year Action Plan. This element of the Annual Plan will serve as a useful tool in future improvements to both the physical condition of Higginsville Housing Authority and to the quality of life of our residents.

Higginsville Housing Authority through its Board of Directors, Residents Advisory Board and Management, places its highest priority upon its residents. We will continue to maintain a high level of resident satisfaction, while always searching for innovative approaches to addressing new demands.

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

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

We have no plans to change any policies or programs at this time.

2. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

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

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

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? $113,000

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

D. Capital Fund Program Grant Submissions

(1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment

3. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition ☐ Disposition ☐
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☐
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)
5. Number of units affected: 6. Coverage of action (select one) ☐ Part of the development

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☐ Total development
7. Relocation resources (select all that apply) ☐ Section 8 for units ☐ Public housing for units ☐ Preference for admission to other public housing or section 8 ☐ Other housing for units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:

4. Voucher Homeownership Program

[24 CFR Part 903.7 9 (k)]

A. ☐ Yes ☒ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to next component; if "yes", describe each program using the table below (copy and complete questions for each program identified.)

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

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

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

☐ Requiring that financing for purchase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards

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

5. Safety and Crime Prevention: PHDEP Plan

[24 CFR Part 903.7 (m)]

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

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

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

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

D. ☐ Yes ☒ No: The PHDEP Plan is attached at Attachment ____

6. Other Information

[24 CFR Part 903.7 9 (r)]

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

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

2. If yes, the comments are Attached at Attachment (File name)

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

☒ The PHA changed portions of the PHA Plan in response to comments
A list of these changes is included
☐ Yes ☐ No: below or
☒ Yes ☐ No: at the end of the RAB Comments in Attachment ____.

☐ Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment ____.

☐ Other: (list below)

B. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (provide name here)Missouri

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

3. PHA Requests for support from the Consolidated Plan Agency

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

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

C. Criteria for Substantial Deviation and Significant Amendments

1. Amendment and Deviation Definitions

24 CFR Part 903.7(r)

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

A. Substantial Deviation from the 5-year Plan:

B. Significant Amendment or Modification to the Annual Plan:

Attachment_A_
Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers in Public Housing ☐ check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

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List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
X	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies ☐ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any required policies governing any Section 8 special housing types ☐ check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures ☐ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	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
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Annual Plan: Capital Needs
	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

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List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (section _____of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
	PHDEP-related documentation: · Baseline law enforcement services for public housing developments assisted under the PHDEP plan; · Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15); · Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities; · Coordination with other law enforcement efforts; · Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and · All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.	Annual Plan: Safety and Crime Prevention
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) ☒ check here if included in the public housing A & O Policy	Pet Policy

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List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

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PHA Public Housing Drug Elimination Program Plan

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

Section 1: General Information/History

A. Amount of PHDEP Grant $_____

B. Eligibility type (Indicate with an "x") N1_____ N2_____ R_____

C. FFY in which funding is requested _____

D. Executive Summary of Annual PHDEP Plan

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

E. Target Areas

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

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

F. Duration of Program

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

12 Months_____ 18 Months_____ 24 Months_____

G. PHDEP Program History

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

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Grant Start Date	Grant Term End Date
FY 1995						
FY 1996						
FY 1997						
FY1998						
FY 1999						

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

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

B. PHDEP Budget Summary

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

FFY _____ PHDEP Budget Summary **Original statement** **Revised statement dated:**	
Budget Line Item	**Total Funding**
9110 – Reimbursement of Law Enforcement	
9115 - Special Initiative	
9116 - Gun Buyback TA Match	
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	

C. PHDEP Plan Goals and Activities

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

9110 – Reimbursement of Law Enforcement	**Total PHDEP Funding: $**
Goal(s)	

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

9115 - Special Initiative	**Total PHDEP Funding: $**

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

9116 - Gun Buyback TA Match	**Total PHDEP Funding: $**

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

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

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

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

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

9160 - Drug Prevention	**Total PHDEP Funding: $**
Goal(s)	
Objectives	

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

9170 - Drug Intervention	**Total PHDEP Funding: $**

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

9180 - Drug Treatment	**Total PHDEP Funding: $**

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

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

Required Attachment D: Resident Member on the PHA Governing Board

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

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

B. How was the resident board member selected: (select one)?
☐ Elected
☐ Appointed

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

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?
☐ the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
☒ the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
☐ Other (explain):

B. Date of next term expiration of a governing board member: 05/01/2004

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): Honorable William Kolas, Mayor of Higginsville

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

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

Attachment G: CONVERSION OF PUBLIC HOUSING DEVELOPMENT

The Board of Commissioners has reviewed the possible conversion of our Public Housing Development to Tenant Based Assistance and determined that the conversion will no be in the best interest of the Housing Authority at this time.

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Higginsville HousingAuthority	Grant Type and Number Capital Fund Program Grant No: MO16P110501-02 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002

☐Original Annual Statement ☐Reserve for Disasters/ Emergencies ☐Revised Annual Statement (revision no:)
☒Performance and Evaluation Report for Period Ending: 05/31/03 ☐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	14,137.00		14,137.00	14,137.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit	2,000.00		1,310.00	1,310.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	5,000.00		2,500.00	500.00
8	1440 Site Acquisition				
9	1450 Site Improvement	35,000.00		5,795.75	4,591.66
10	1460 Dwelling Structures	45,000.00		2,500.00	1,292.70
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	10,000.00		7,000.00	6,675.87
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				

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

PHA Name: Higginsville HousingAuthority	Grant Type and Number Capital Fund Program Grant No: MO16P110501-02 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002

☐Original Annual Statement ☐Reserve for Disasters/ Emergencies ☐Revised Annual Statement (revision no:)
☒Performance and Evaluation Report for Period Ending: 05/31/03 ☐Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
21	Amount of Annual Grant: (sum of lines 2 – 20)	111,137			
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	10,000			
26	Amount of line 21 Related to Energy Conservation Measures	5,000			

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

PHA Name: Higginsville Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: MO16P110501-02 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA WIDE	OPERATING BUDGET	1406		14,137.00		14,137.00	14,137.00	
PHA WIDE	AUDIT	1411		2,000.00		1,310.00	1,310.00	
PHA WIDE	FEES AND COSTS	1430		5,000.00		2,500.00	500.00	
PHA WIDE	REFURNISH COMMUNITY ROOM & OFFICE	1475		10,000.00		7,000.00	6,675.87	
001	REPLACE CLOSET DOORS	1460		15,000.00		2,500.00	1,292.70	
002	REPLACE OUTSIDE FUACETS	1460		5,000.00		0	0	
002	REPLACE SIDEWALKS & DUMPSTER ENCLOSURE	1450		35,000.00		5,795.75	4,591.66	
003	REPLACE LOCKS & STORM DOORS	1460		25,000.00		0	0	

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

PHA Name: Higginsville Housing Authority	**Grant Type and Number** Capital Fund Program No: MO16P110501-02 Replacement Housing Factor No:	**Federal FY of Grant:** 2002

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA WIDE	09/30/03			03/30/04			
001	09/30/03			03/30/04			
002	09/30/03			03/30/04			
003	09/30/03			03/30/04			

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Higginsville Housing Authority	Grant Type and Number Capital Fund Program Grant No: MO16P110501-03 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003

☒ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	13,500			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit	2,500			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	5,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	45,000			
10	1460 Dwelling Structures	30,000			
11	1465.1 Dwelling Equipment—Nonexpendable				

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

PHA Name: Higginsville Housing Authority	Grant Type and Number Capital Fund Program Grant No: MO16P110501-03 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003

☒Original Annual Statement ☐Reserve for Disasters/ Emergencies ☐Revised Annual Statement (revision no:)
☐Performance and Evaluation Report for Period Ending: ☐Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	15,000			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	111,000			
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	5,000			

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

PHA Name: Higginsville Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: MO16P110501-03 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA WIDE	MAINTENANCE EQUIPMENT(GATOR)	1475		15,000				
001	REMODEL BATHROOMS	1460		25,000				
001	REPLACE LIGHT FIXTURES KITCHEN	1460		5,000				
002	LANDSCAPE & BACK DOOR STOPS	1450		10,000				
003	REMODEL PATIO & COMMON AREAS	1450		35,000				

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

PHA Name: Higginsville Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: MO16P110501-03 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

PHA Name: Higginsville Housing Authority	**Grant Type and Number** Capital Fund Program No: MO16P110501-03 Replacement Housing Factor No:	**Federal FY of Grant:** 2003

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA WIDE	06/30/2005			06/30/2007			
001	06/30/2005			06/30/2007			
002	06/30/2005			06/30/2007			
003	06/30/2005			06/30/2007			

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

PHA Name Higginsville Housing Authority				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2004 PHA FY: 2004	Work Statement for Year 3 FFY Grant: 2005 PHA FY: 2005	Work Statement for Year 4 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 5 FFY Grant: PHA FY:
	Annual Statement				
PHA WIDE		56,000	46,000	36,000	31,000
001/Magnolia Manor		15,000	20,000	50,000	10,000
002/Hickory Circle		15,000	35,000	15,000	60,000
003/Red Bud Center		25,000	10,000	10,000	10,000
CFP Funds Listed for 5-year planning		111,000	111,000	111,000	111,000
Replacement Housing Factor Funds					

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

Activities for Year 1	Activities for Year :__2__ FFY Grant: 2004 PHA FY: 2004			Activities for Year: __3_ FFY Grant: 2005 PHA FY: 2005		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See	PHA WIDE	OPERATIONS	23,500	PHA WIDE	OPERATIONS	13,500
Annual	PHA WIDE	AUDIT	2,500	PHA WIDE	AUDIT	2,500
Statement	PHA WIDE	FEES & COSTS	5,000	PHA WIDE	FEES & COSTS	5,000
	PHA WIDE	REPLACE VEHICLE	25,000	PHA WIDE	MOWER & EQUIP	25,000
	001/MAGNOLIA	A/C UPSTAIRS HALL	15,000	001/MAGNOLIA	GAZEBO/LAND SCAPE	20,000
	002/HICKORY	PARKINGLANDSCAP	15,000	002/HICKORY	PLAYGROUND/LAND SCAPE	35,000
	003/RED BUD	RANGES OUTSIDE FAUCET	25,000	003/RED BUD	LANDSCAPE	10,000
		Total CFP Estimated Cost	$111,0000			$111,000

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

Activities for Year :___4_ FFY Grant: 2006 PHA FY: 2006			Activities for Year: __5_ FFY Grant: 2007 PHA FY: 2007		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
PHA WIDE	OPERATIONS	13,500	PHA WIDE	OPERATIONS	13,500
PHA WIDE	AUDIT	2,500	PHA WIDE	AUDIT	2,500
PHA WIDE	FEES & COSTS	5,000	PHA WIDE	FEES & COSTS	5,000
PHA WIDE	OFFICE EQUIPMENT	15,000	PHA WIDE	MAINTENANCE EQUIPMENT	10,000
001/MAGNOLIA	REPLACE A/C & FURNACE	50,000	001/MAGNOLIA	LANDSCAPE	10,000
002/HICKORY	BATH & KITCHEN FLOORS	15,000	002/HICKORY	REPLACE A/C, WATER HEATER/FURNACE	60,000
003/RED BUD	REPLACE FLOORS	10,000	003/RED BUD	LANDSCAPE	10,000
Total CFP Estimated Cost		$111,000			$111,000

ADMISSION AND CONTINUED OCCUPANCY POLICIES

The HIGGINSVILLE Housing Authority

of

HIGGINSVILLE, Missouri

MAY 8, 2001

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INTRODUCTION

The Higginsville Housing Authority (PHA) was established pursuant to the United States Housing Act of 1937, as amended, to provide decent, safe, sanitary and affordable housing to low income families. In accordance with this objective, the development of standard policies and procedures are necessary in order to ensure equitable treatment for all applicants and residents, as well as, to ensure the efficient operation of public housing units managed by PHA. In recognition thereof the Higginsville Housing Authority has developed Policies on Admission and Continued Occupancy which implement federal and state regulations. Said policies are also based on a recognition that the provision of decent, safe, sanitary and affordable housing is dependent upon social and economic factors as well as physical factors.

This Admission and Continued Occupancy Policy is intended to be consistent with the latest addition of the Code of Federal Regulations governing the Department of Housing and Urban Development, and all related HUD Transmittals and Notices, in the event of an inconsistencies, the provisions of that code shall prevail.

The word PHA when used herein is intended to refer to the Higginsville Housing Authority.

The programs administered by the Authority are:

Federal:

- Family Low Income Public Housing
- Elderly Low Income Public Housing

AUTHORITY

A1.0 Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (the Plan) incorporates these requirements and is binding upon applicants, residents, and PHA alike, the latter two through inclusion of the Plan into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal Law or regulations shall supersede this policy at any point in which they are in conflict.

A1.1 Objectives

The Objectives of this policy are to:

A. Promote the overall goal of safe, decent and sanitary housing in good neighborhoods by:

   1. Insuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.

   2. Insuring the fiscal stability of the PHA.

   3. Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.

B. Facilitate the efficient management of the PHA and compliance with Federal and State regulations by establishing the policy basis for management procedures, record keeping and auditing.

C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal and State laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, age, sex, handicap, familial status or national origin.

D. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.

Terminology - The term "He" or "She" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. In addition, the term "the Plan" used throughout this document is used in the generic sense for Admission and Continued Occupancy Policies.

A1.2 Applicability

The provisions of the Plan are applicable to all PHA administered developments and/or programs receiving financial assistance from either the Federal and or State Governments. Applicants and residents will be treated with courtesy and consideration in all verbal and written communications.

A1.3 Sources of Standards

The pertinent laws of the Federal, State and Municipal Governments.

The Contractual agreements pertaining to the various developments and/or programs between the PHA, State and/or Federal agencies. The provision of Title 24, Sub-part B (Section 960.201 thru 960.207), Sub-part D (Section 960.401 thru 960.409) and Sub-part A (Section 966.1 thru 966.6) as set fourth in the Code of Federal Regulations, Volume 40, Numbers 153, 154 and 188.

Policies established by the PHA's Board of Commissioners by formal resolution.

Directives issued by the PHA's administrative officers.

A1.4 Review of Plan

Annually the Executive Director or his/her designee shall review the operations of this plan and make changes as appropriate.

A1.5 Methods of Administration

The administration of the Plan is to provide each applicant the greatest opportunity for the exercise of his/her rights under this plan; to avoid any discrimination in any manner or provisions of any service against any applicant because of race, creed, religion, color, national origin, age, sex, handicap, familial status or source of income; and to promote integrated developments and/or programs.

PHA will post, in a conspicuous place in the Administration office where applications are received, a notice that the facilities and services of PHA are provide on a non-discriminatory basis.

A copy of this manual will be available to agencies, institutions, organizations and political subdivisions, which may refer applicants.

PHA will instruct its staff concerning its and their obligations under the Civil Rights and Non-Discrimination laws and regulations of the Federal and State governments by conducting training, distributing copies of pertinent documents, and ongoing supervisory review.

All applicants and residents will be treated with courtesy and consideration at all times in all verbal and written communications.

No applicant, residents or staff will be intimidated nor will any retaliatory action be taken, nor threats thereof made, by PHA or its staff because of the applicant, resident or staff participation in Civil Rights activities or for having asserted any of his/her rights under the Civil Rights Acts, DOH, HUD's regulations and requirements pursuant thereto.

A1.6 Title VI Compliance

With PHA's continuing efforts to provide voluntary compliance with Title VI, PHA is adhering to the following general provisions regarding its Public Housing Programs:

With respect to any housing accommodations, facilities, services, financial aid or other benefits involved in its federally funded public housing programs, the PHA, its officers, administrators, agents, servants, employees, successors, all persons exercising governance over the PHA, and all persons in active concert or participation with any of them, agree to refrain from any acts which, on the grounds of race, color, creed, age, sex, handicap, familial status or national origin such as to:

1. Deny a person such benefits.
2. Provide such benefits to a person which are different from those provided to others.
3. Subject a person to segregation or separate treatment in any matter related to such benefits.
4. Provide a preference for such benefits to any person, except as provided by this Agreement.
5. Restrict a person in any way in access to such benefits or enjoyment of any advantage or privilege enjoyed by others in connection with such benefits.

6. Treat a person differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership or other requirement or condition which the person must meet.

7. Deny a person an opportunity to participate in the program or activity through the use of biased preference criteria, or otherwise afford the person a different opportunity to participate from that afforded others.

A1.7 Non-Discrimination in Admission and Occupancy

The Higginsville Housing Authority hereby assures and certifies that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (P.C. 88-352) and regulations pursuant thereto (Title 24CFR Part 1);

2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing;

3. Executive Order 11063 on Equal Opportunity in Housing and non-discrimination in the sale and rental of housing provided with Federal Financial Assistance;

4. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based upon handicap in programs receiving Federal Financial Assistance;

5. The Age Discrimination Act of 1975, which prohibits discrimination based upon age in programs receiving Federal Assistance.

6. Title II of the Americans with Disabilities Act, to the extent that it applies.

DEFINITIONS

B1.0 Definitions

Adjusted Income - Adjusted Income means annual income less the following:

A. $400 for any elderly or disabled family.

B. Unreimbursed medical expenses for elderly or disabled families, unreimbursed medical expenses for other families to the extent approved in Appropriation Acts and unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped family member to the extent necessary to enable said person to be employed; to the extent these sums exceed 3% of annual family income.

C. Reasonable child expenses necessary for a member of the family to be employed or further their education.

D. $480 for each minor child, full-time student or person with disabilities.

E. Subject to the Appropriations Act, a deduction of up to $480 for making child support payments.

F. Subject to the Appropriations Act, a deduction of up to $550 for spousal support payments that one has a legal obligation to make.

G. The earned income of a person under 18 years old who is not the head of household or the spouse of the head of household.

Annual Income

Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non recurring, sporadic, and exclusive of certain other types of income specified in this policy.

Annual Income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services:

2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in 2 above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is a reimbursement of cash assets invested by the Family. Where the family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including the lump-sum payment for the delayed start of a periodic payment except from SSI and Social Security pay, per Notice PIH 93-11;

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);

6. Welfare assistance;

7. Scholarship payments specifically designated for room and board or a computed amount remaining after the expenses of books, tuition or travel.

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

9. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay); and

Annual Income **does not include** such temporary, non-recurring or sporadic income as the following:

1. Temporary, non recurring or sporadic income (including gifts);

2. Amounts that are specifically for or in reimbursement of the cost of medical expenses;

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, lump-sum payments of deferred periodic payments from SSI and Social Security and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);

4. Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

5. The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;

   A. Amounts received under training programs funded by HUD:

   B. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or

   C. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

6. Monies received for performing census data collection.

7. Income from employment of children (including foster children) under the age of 18 years;

8. Payments received for the care of foster children;

9. Income of a Live-in Aide, as defined in 24 CFR 913.102;

10. Any earned income tax credit refunds, per Notice PIH 91-10;

11. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published in the **Federal Register** and distributed to PHA's and PHA's identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of types of benefits that qualify for that exclusion, effective July 23, 1990:

    A. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 USC 3050(f));

    B. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

    C. Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058):

    D. Payments received under the Alaska Native Claims Settlement Act of 1973 (43 U.S.C. 1626 (a));

    E. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 USC 459e):

    F. Payments or allowances made under the Department of Health and Human Services Low-income Home Energy Assistance Program (42 USC. 8624(f));

    G. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1 552(b));

    H. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504);

    I. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117);

J. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6),813.106(c)(6), and 913.106(c)(6):

K. Payment received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product Liability Litigation M.D.L. No 381(EDNY); and

L. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-240, 94 Stat. 1785).

12. Per the final rule published in the Federal Register, dated November 18, 1996, the following nine exclusions to annual income are:

A. Resident Service Stipends - but only if it does not exceed $200 per month

B. Adoption Assistance Payments - payments received for the care of adopted children in excess of four hundred eighty (480)

C. Full Amount of Student Financial Assistance - all amounts received from student financial assistance

D. Earned Income of Full-Time Students - exempts earnings in excess of $480 for each full-time student 18 years or older

E. Adult Foster Care Payments - usually individuals with disabilities unrelated to the resident family who are unable to live alone

F. State or local training programs and training of resident management staff

G. State tax credits and rebates for property taxes paid on a dwelling unit

H. Homecare Payments - exempts amounts paid by a State agency to families that have developmentally disabled children or adult family members living at home.

I. Deferred periodic payments of SSI and Social Security.

If it is not feasible to anticipate a level of income over a 12 month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Appliances

Appliances are stoves and refrigerators.

Assets

The value of equity in real property, savings, stocks, bonds, checking and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not to be considered as an asset.

Child Care Expenses:

Amounts anticipated to be paid by the family for the care of children under **13 years of age** during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The PHA will not normally determine child care expenses necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

Dependent:

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full-Time Student. An unborn child shall not be considered a dependent.

Disabled Family:

A family whose head or spouse or sole member is a person with disabilities. It may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more persons who are determined to be essential to the care or well-being of the person or persons with disabilities.

Disabled Person:

1. Has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or

2. Is determined to have a physical, mental or emotional impairment that:

    a. Is expected to be long-continued and indefinite duration,

b. Substantially impedes the person's ability to live independently, and

c. Is of such a nature that such ability could be improved by more suitable housing conditions.

3. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC. 6001(5)).

A person with disabilities does not exclude persons who have the disease of acquired immuno-deficiency syndrome or any conditions arising from the etiologic agent for acquired immuno-deficiency syndrome.

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 under Federal Disaster Relief laws.

Elderly Family:

A family whose head or spouse (or sole member) is an elderly, person. It may include two or more elderly persons living together, with one or more persons living who are determined to be essential to the care and well-being of the elderly person or persons.

Elderly Person:

A person who is at least 62 years of age.

Eviction:

The dispossession of the resident from the leased unit as a result of the termination of the lease prior to the end of the term, for serious or repeated violations of material terms of the lease or to fulfill the resident's obligations set forth in HUD regulations, Federal, State, or Local Law or for other good cause.

Familial Status:

One or more individuals (who have not attained the age of 18 years) being domiciled with (having a permanent residence);

A. A parent or another person having legal custody of such individual or individuals; or

B. The designee of such parent or other person having custody, with the written permission of such parent or other person.

Family

1. The term "family" as used in this policy means:

A. A group of two or more people related by blood, marriage or legal adoption, who will live regularly together in the same dwelling unit in the neighborhood (including foster children and members of the family who are temporarily absent.) There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility. By definition, a family must contain a competent adult who is capable of functioning as the head of household.

B. A single person who has attained at least age 62; or

C. A person who is under a disability as defined in Section 223 of the Social Security Act or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)). Section 223 of Social Security Act defines disability as:

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

(2) In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416 (i) (1) of the title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity of a substantial period of time; or

D. A handicapped person who has a physical or mental impairment which (1) is expected to be of long continued or indefinite duration, (2) substantially impeded their ability to live independently, and (3) is of such nature that such ability

could be improved by more suitable housing conditions (Note: all three conditions must be met to qualify as handicapped; or

E. Two or more Elderly, Disabled or Handicapped persons living together, or one or more of these persons living with one or more Live-In Aides; or

F. For continued occupancy purposes only, the remaining member of a resident family who meets all the requirements for continued occupancy; or

G. A single person who 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 under Federal Disaster relief laws; or

H. Other single persons who are not 62 years or older, disabled, handicapped, displaced, or the remaining member of a resident family; or

I. Single pregnant women with no other children, provided verification of pregnancy is furnished from a physician; or

J. A single person with other children, who is in the process of securing legal custody of an individual under the age of 18 years.

2. Elderly Family. A family whose head or spouse (or sole member) is an Elderly, Disabled or Handicapped person. It may include two or more Elderly, Disabled, or Handicapped persons living together, or one or more persons living with one or more Live-in Aides.

3. The above definitions of "family" do not exclude a person living alone during the temporary absence of a family member who will later live regularly as a part of the family.

4. A person necessarily residing with a family by reason of employment by or for such family (a) to permit the employment of a sole wage earner, or (b) for the health and welfare of a sick or incapacitated member of the family, need not be considered as a member of the family for the purposes of determining family income for eligibility or establishing the Total Tenant Payment. However, the necessity for such an arrangement must be evidenced by a doctor's certificate when health-related reasons are given for the arrangement. In all cases, the presence of such a person must be determined essential and so certified by the

PHA. Under no circumstances may such an arrangement be either continued longer than necessary or permitted only for the convenience of the resident or such employee. This provision is applicable both for admission and continued occupancy and is not restricted to elderly families.

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 offering a college degree, vocational education degree or certificate program.

Handicapped Assistance Expense:

Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family or reimbursed by an outside source.

Handicapped Person:

A person with disabilities who:

1. Has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or
2. Is determined to have a physical, mental or emotional impairment that:
   a. Is expected to be of long-continued and indefinite duration,
   b. Substantially impedes the person's ability to live independently, and
   c. Is of such a nature that such ability could be improved by more suitable housing conditions.
3. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 [5])

A person with disabilities does not exclude persons who have the disease of acquired immuno-deficiency syndrome or any conditions arising from the etiologic agent for acquired immuno-deficiency syndrome.

Head of Household:

Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.

Homeless Family:

Any individual or family who:

1. Lacks a fixed, regular, and adequate nighttime residence; and

2. Has primary nighttime residence that is:

   A. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);

   B. An institution that provides a temporary residence for individuals intended to be institutionalized; or

   C. A public or private place not designed for or ordinarily used as, a regular sleeping accommodation for human beings.

Income for Eligibility

"Income for Eligibility" for purposes of determining eligibility for statistical reporting, means "Annual Income."

1. Developments available for occupancy before 10/01/81 - Income for eligibility shall not exceed the "Lower Income" limits.

2. Developments available for occupancy on or after 10/01/81 - Income for eligibility shall not exceed the "Very Low Income" limits.

Income for Rent:

For the purpose of determining rents and for statistical reporting means adjusted income: except that Annual Income is to be used in determining the 10 percent minimum rent.

Involuntary Displacement:

For purposes of determining whether an applicant is entitled to a priority for public housing admission under Federal law, an applicant is or will be involuntarily displaced if he or she was vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

1. A natural disaster, such as a fire or flood, that results in the applicant's unit being uninhabitable;

2. Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program; or

3. Action by a housing owner that results in an applicant's having to vacate his or her unit, where:

   A. The reason for the owner's action is beyond an applicant's ability to control or prevent;

   B. The action occurs despite an applicant's having met all previously imposed conditions of occupancy; and

   C. The action taken is other than a rent increase.

4. An applicant has vacated a housing unit because of domestic violence or the applicant is currently living in a housing unit with a person who engages in domestic violence.

5. To avoid reprisals because a family member provides information on criminal activities to a law enforcement agency.

6. If one or more members of the applicants family have been the victim of one or more hate crimes and the applicant has vacated a housing unit because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.

7. If a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the housing unit.

8. If the family is displaced because of HUD disposition of a multi-family development.

For purposes of this definition reasons for an applicant's having to vacate a housing unit include, but are not limited to, conversion of an applicant's housing unit to non-rental or non-residential use; closure of an applicant's housing unit for rehabilitation or for any other reasons; notice to an applicant that he or she must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy; sale of a housing unit in which the applicant resides under an agreement that the unit must be vacant when possession is transferred; or some other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market. Such reasons do not include the vacating of a unit by a resident as a result of actions taken because of the resident's refusal to comply with applicable program policies and procedures with respect to occupancy of under occupied and overcrowded units or to accept a transfer to another housing unit in accordance with a court decree or in accordance with such policies and procedures under a HUD approved desegregation plan. Eviction for non-payment of rent or for other lease violations will not be considered involuntary displacement.

An applicant also is involuntarily displaced if the applicant has vacated his or her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household; or the applicant lives in a housing unit with such an individual who engages in such violence. For the purposes of this paragraph, the actual or threatened violence must, as determined by the PHA in accordance with HUD's administrative instructions, have occurred recently or be of a continuing nature.

Guard, In order to qualify for the priority based on involuntary displacement, a family must either have been involuntarily displaced as defined above and not living in "Standard Permanent Replacement Housing", or it must be verifiable that the family will be involuntarily displaced within the next six months.

Live-In Aide

A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:

1. Is determined by the PHA to be essential to the care and well-being of the person(s);
2. Is not obligated for support of the person(s); and
3. Would not be living in the unit except to provide supportive services.

Lower Income Family:

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.

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. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly families and handicapped assistance expense as outlined on page 18.

Military Service:

Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast and since July 29, 1945, the commissioned corps of the United States Public Health Service.

Minor:

A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.)

Monthly Adjusted Income:

One-twelfth of Adjusted Income.

Monthly Income:

One-twelfth of Annual Income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.

Near Elderly Income:

A family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62.

Neighborhood or Community:

Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

Net Family Assets:

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments, excluding, interests in Indian trust land and excluding equity accounts in HUD ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (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 as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the PHA shall include the value of any assets disposed of by an applicant or resident 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 re-examination, 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 resident received important consideration not measurable in dollar terms.

Public Housing Agency (PHA):

Any State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

Ranking Applicant Family:

Is that eligible family within any particular rent range with the highest priority as defined in this policy, or priority being equal, the earliest date and time of application.

Ranking Rentable Unit:

The "ranking rentable unit" is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units.

A "rentable unit" is a vacant unit which has been prepared for occupancy which is not encumbered by an offer which has been made but not yet been accepted or rejected.

Rent:

For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income, rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward resident purchased utilities (except telephone). In calculating a family's payments toward utilities, the PHA will use its reasonable estimate of resident-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

Resident Rent:

The amount payable monthly by the Family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Resident Rent equals Total Resident Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Payment less the Utility Allowance. (Resident Rent is a term established and defined by 24 CFR (Part 913) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Resident Rent" is used interchangeably with "rent" as defined elsewhere in the Plan to refer to the net monthly payment by the

family to the PHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of monthly income).

Single Person:

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

Spouse:

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

Standard Permanent Replacement Housing:

For purposes of determining if a family is entitled to a priority for admission based on involuntary displacement, Standard Permanent Replacement Housing, is housing that is decent, safe and sanitary, is adequate for the family size, and the family is occupying pursuant to a lease or occupancy agreement, but does not include transient facilities such as motels, hotels or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence referred to in the Section above, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

Substandard Housing:

For purposes of determining whether an applicant is entitled to a priority for public housing admission based on residency in substandard housing, a dwelling unit shall be considered substandard if it:

1. Is dilapidated;
2. Does not have operable indoor plumbing;
3. Does not have a usable flush toilet inside the unit for the exclusive use of a family;
4. Does not have a usable bathtub inside the unit for the exclusive use of a family;
5. Does not have electricity, or has inadequate or unsafe electrical service;
6. Does not have a safe or adequate source of heat:
7. Should, but does not have a kitchen; or

8. Has been declared unfit for habitation by an agency or unit of government.

For purposes of this definition, a housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding.

The defects may involve original construction or they may result from continued neglect or lack of repair or from serious damage to the structure.

For the purposes of this paragraph, an applicant who is a homeless family as defined below is living in substandard housing.

For the purposes of this paragraph, Single Room Occupancy (SRO) Housing (as defined in 24 CFR 882.102) is not substandard solely because it does not contain sanitary or food preparation facilities (or both).

Total Resident Payment

Total Resident Payment for families whose initial lease is effective on or after August 1, 1982, shall be the higher of the following, rounded to the nearest dollar:

1. 30 percent of Monthly Adjusted Income; or
2. 10 percent of Monthly Income;
3. If the family receives 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 monthly 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 this subsection shall be the amount resulting from one application of the percentage.

Total Resident Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

Utility:

The provision of general electricity, gas, heating fuel, cooking fuel, water, sewage services and trash collection.

Utility Allowance:

The cost of utilities (except telephone) for an assisted unit which are not provided by the landlord but are the responsibility of the family occupying the unit is called a utility allowance. This utility allowance is based upon building type and is determined by number of bedrooms and is equal to the estimate made by the PHA or HUD, of the monthly cost of a reasonable consumption of such utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement:

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Resident Payment for the family occupying the unit.

Very Low-income Family:

A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small 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 income.

Welfare Assistance:

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments

ADMISSION PROCESS

C1.0 Application Taking

The PHA maintains a waiting list for applicants interested in the various public housing programs. All admissions to public housing shall be made on the basis of a pre-application in such form as the PHA shall prescribe. The Application for Admission shall constitute the basic record of each family applying for admission. All supplemental materials pertaining to eligibility shall also be considered a part of the application record and carefully recorded. This includes verification of income and family composition and such other data as may be required. The PHA does not provide emergency housing and cannot modify the order of assignments otherwise prescribed because of emergency considerations.

The following conditions shall govern the taking and processing of applications:

1. The PHA will not, on account of race, color, creed, religion, familial status, age, handicap, sex or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments.

2. The PHA reserves the right to suspend taking applications for its wait lists when the current supply of applicants exceeds the number of families which could be reasonably expected to be housed within the next eighteen months.

3. All pre-applications must be made by a responsible adult member of the applicant family, who will reside in the household. He/She shall sign the pre-application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The PHA reserves the right to require the signature of any or all adult members of the applicant household.

4. The PHA will normally take applications from a central location, but reserves the right to establish satellite locations for application taking, so long as all processing is done in a central location.

5. The PHA reserves the right to establish times for taking applications, including by appointment. The PHA staff may at its discretion provide for application interviews outside of normal hours when necessary for hardship reasons.

6. Insofar as possible, application interviews shall be conducted in private.

7. In addition to income, family composition and information unique to each applicant, each application shall be hand dated upon time of receipt and the PHA's determination of an applicant's position will be based upon the date/time of receipt. All information regarding application and eligibility will be filed and as such, considered part of their permanent record. When the family is eligible, the application shall also record the correct unit size and type; the priority rating; the date, unit location and reason for rejection for any offers refused by the applicant.

8. Applications shall be updated as applicants report changes in income and family circumstances. All such communications from the applicant must be in writing and signed by the applicant. All modifications to applications shall be properly documented on hard copy and to the computer systems and the transaction initialed by the staff member making the change.

9. Every six (6) months, the PHA shall purge the application pool of applications no longer actively seeking housing. Normally, this shall be performed by removing applicants from the waiting list who fail to respond to a "still interested" notice mailed to the last known address on the application. It shall be the sole responsibility of the applicant to inform the PHA in writing of changes in address or other family circumstances which might affect the status of the application.

10. The PHA shall maintain such records as are necessary to document the disposition of all applications to meet Department of Housing and Urban Development audit requirements as well as the regulations of MISSOURI State agencies.

11. Applicants will have thirty (30) days to provide all necessary information as requested to document their application for eligibility. Failure to provide this information at the end of this period will result in the withdrawal of their application by the PHA.

12. If an application is rejected, that person shall not become eligible to reapply for housing for a period of three (3) years.

C2.0 Admissions - Eligibility Criteria

1. All families who are admitted to Public Housing must be individually determined eligible under the terms of the policy. In

order to be determined eligible, an applicant must meet **ALL** of the following requirements:

A. The applicant family must qualify as a family as defined in B1.0 .

B. The applicant family's Annual Income as defined in (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of PHA jurisdiction.

C. The applicant family must conform to the Occupancy Standards contained in policy C5.0 regarding unit size and type.

D. The applicant family must have a satisfactory record in meeting past financial obligations, especially in payment of rent.

E. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation or any other history which may be reasonably expected to adversely affect:

(1) The health, safety, or welfare of other residents;

(2) The peaceful enjoyment of the neighborhood by other residents;

(3) The physical environment and fiscal stability of the neighborhood.

F. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee. This category does not include applicant families whose housekeeping is found to be

superficially unclean or lacks orderliness, where such condition does not create a problem for the neighbors.

G. The applicant family must have no history of criminal activity which, if continued, could adversely affect the health, safety or welfare of other residents.

H. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, handicap, etc. in determining the applicant family's capacity to discharge all lease obligations. The PHA must consider the family's ability to secure outside assistance in meeting those obligations.

I. If a prior resident of public housing or other housing programs administered by the PHA, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the PHA will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations. In addition, persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity, are ineligible for admission to public housing for a three (3) year period beginning on the date of such eviction.

J. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc., will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.

2. Substance abuse as used in E above and criminal activity as used in G above shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)) including methamphetamine.

3. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole

officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with C3.0 (Section below) and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

4. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

   A. Evidence of rehabilitation;

   B. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs;

   C. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality;

   D. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or live-in caretakers.

C3.0 Verification of Income and Circumstances

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications are required to process any interim or regular re-examination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deduction, together with other eligibility and preference determinations.

2. Verification forms supplied by the Authority and returned properly completed by employers, public welfare agencies, etc.

3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiates his statements, or a brief summary of pertinent contents of such documents signed and dated by the staff member who view them.

4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).

5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received.

6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household.

7. Verification of evidence of citizenship and/or eligible immigration status.

8. Social Security Card or legal documents verifying the Social Security number for the applicant and each member of the applicant's household who is at least six (6) years old.(If the applicant can not provide the proper documentation requirements he/she must submit to the Authority the individuals SSN(s) and a certification executed by the individual that the SSN(s) submitted has been assigned to the individual's, but that acceptable documentation to verify the SSN(s) cannot be provided).

9. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement consideration under the criteria established in these policies, provided in written form by the appropriate government agency.

10. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted in individual cases.

11. Receipts for utility services.

12. In addition to such other verification as the PHA may require, verification that an applicant is living in substandard housing shall consist of a written statement or notice from a unit or agency of government or from an applicant's present landlord that the applicant's unit has one or more of the deficiencies listed in, or the unit's condition is as described in, the definition of Substandard Housing.

    In the case of a homeless family, verification consists of certification, in a form prescribed by the Secretary of the Department of Housing and Urban Development or as developed by the PHA, of this status from a public or private facility that provides shelter for such individuals, or from the local police department or social services agency.

13. In addition to such other verification as the PHA normally requires of applicants, a family who desires a priority based on paying more than fifty percent of income for rent must supply documentation of the amounts due to the landlord under the lease or rental agreement and the amounts the family pays for utilities of the family's income in accordance with appropriate regulatory and HUD handbook provisions. Information or documentation shall be determined to be necessary if it is required for purposes of determining a family's eligibility for a preference for paying more than 50 percent of the family's income for rent. The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purpose directly connected with determining eligibility for the preference. The PHA shall verify the amount due to the family's landlord under the lease or rental agreement by requiring the family to furnish copies of its most recent rental receipts or a copy of the family's current lease or rental agreement. To verify the amount a family pays for utilities the PHA may require a family to provide copies of the family's most recent bills/receipts for such services or it may use its Section 8 Utility Allowance Schedule as documentation.

15. The PHA shall require the family head, head of household, members 18 years or older, or legally appointed designee to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, State, or local agency to furnish or release to the PHA and to HUD such information as the PHA or HUD determines to be necessary.

    Because eligibility for Federal housing assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the PHA is not limited to verification of

data supplied by applicants or residents. Failure of an applicant to cooperate with the PHA in obtaining verifications will result in the application being declared incomplete and inactive. A resident who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, the PHA shall restrict its requests to those matters of income, family composition and other family circumstances which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the PHA. If the verified data as listed in this policy are not more than one hundred twenty days old at the time an applicant is selected for admission, the data will be considered as reflecting the applicant's family's status at the time of admission.

C4.0 Determination and Notification of Eligibility

As soon as possible after receipt of an application, the PHA will determine the applicant family's eligibility for public housing in accordance with the provisions of C2.0 and send a letter signifying the status of the applicant. In the event an applicant family is determined to be eligible, it shall be informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact in addition to its place on the current waiting list. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Resident Grievance Procedure, but will be given, upon request, the opportunity for an Informal Hearing to present such facts as it wishes. In circumstances when waiting lists are very long, thorough investigation of each application may not be practical until such application approaches selection. In such cases, apparently eligible applicant families will be notified of its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission. In all cases, the PHA reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

C4.1 Notification Procedure

Upon completion of the application, a prompt decision of initial eligibility or ineligibility will be made, and the appropriate notification mailed to the applicant.

Eligible Applicants

All applicants will be notified in writing of initial eligibility and the basis of that determination.

The notification will include:

* Client number, application status, program and unit size.

A redetermination of eligibility and suitability will be undertaken prior to the offer of a dwelling unit.

Ineligible Applicants

All applicants will be notified in writing of initial eligibility and the basis of that determination.

The notification will include:

* Client number, application status, and reason for ineligibility.

Any applicants notified of his/her initial ineligibility will be afforded the right to resubmit information that may result in the applicant being redetermined initially eligible.

C5.0 Occupancy Standards

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit which cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

1. The head-of household and co-resident are usually assigned a separate bedroom.

2. Family members are generally assigned to bedrooms on the basis of two of the same sex per bedroom or of opposite sex up to the age of six (6).

3. PHA will assign a separate bedroom to any family member with a documented medical need.

4. PHA will allow a child under two (2) years of age to share a bedroom with a parent(s).

5. PHA shall not require children of opposite sex, over the age of six (6) to share a bedroom. The family shall have the opportunity to use the living room as a sleeping area should they so desire.

6. PHA will treat a single pregnant woman as a two-person family.

7. The PHA at its sole discretion may assign a separate bedroom to any family member with a documented medical need.

   The PHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers to the family's ability to use stairs or their status as an elderly family.

8. In no case, should residents be assigned to bedroom sizes outside of the minimum and maximum constraints listed below and in

addition, any "single person" shall not be assigned a unit with two or more bedrooms:

Number of Bedrooms	**Number of Persons**	
	Min	Max
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability.

The PHA reserves the right to over house in its conventional public housing programs in an effort to correct unacceptably high vacancy rates. An unacceptably high vacancy rate is when a development or the PHA wide vacancy rate is 2% or more. Families placed into larger than needed units will sign a waiver agreeing to be transferred to a smaller, but appropriate sized unit, should the larger unit be needed in the future by an applicant family or a tenant family.

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy (E1.0)

C6.0 Income Targeting and Deconcentration

The PHA shall make every effort possible to provide for de-concentration of poverty and income mixing in its communities by bringing higher income residents into lower income developments and lower income resident into higher income developments.

To this extent the PHA shall insure that not less than 40% of all new admissions shall be families whose income at the time of their admission does not exceed 30% the area's median income.

The PHA does not intend to utilize and/or impose any specific income or racial quotas nor will the PHA offer incentives for eligible families to occupy units in developments predominately occupied by families having either lower or higher incomes.

C7.0 Applicant Selection and Assignment Plan

C7.1 Application Ranking

Applications will be filed and selected in the following order:

1. By date and time of application.

C7.2 Applicant Assignment

Selection of applicant families for making offers of dwelling units shall be performed by matching the ranking unit to the applicant as follows:

1. The "ranking rentable unit" is that rentable dwelling unit which is located in the neighborhood having the greatest number of the same bedroom size and type of rentable vacant units.

   A "rentable unit" is a vacant unit which has been prepared for re-occupancy, and which is not encumbered by an offer which has been made but not yet accepted or rejected.

2. The "ranking applicant family" is that eligible family with the earliest date and time of application.

C7.3 Dwelling Unit Offers

When the ranking applicant is matched to the specific ranking units, that dwelling unit become "unrentable" until the offer made is accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

1. As an application near the top of the wait list, the PHA will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about requirements for move-in, such as utility company verifications, security deposits, etc. For an applicant on a short wait list, these step enumerated above may be included in the process of taking the complete application.

2. Upon receipt of the initial offering, the applicant shall have three business days to accept or reject the apartment. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer. Failure to respond to an offering will result in a withdrawal of the offer and the applicant will be removed from the wait list.

3. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint unit inspection, establishment of utility services, leasing interview, and lease execution. Normally, this deadline will be within three working days of acceptance of the offer, but may be extended a maximum of five additional days at the discretion of the Authority when necessary to alleviate hardship. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

4. The PHA only has a certain number of apartments modified for Handicapped Accessibility. When an accessible apartment becomes available, before the unit is offered to a non-handicapped applicant, PHA must first offer it to an existing resident having a handicap and occupying a non- accessible apartment. If no such resident exists, the apartment must be offered to an applicant on the waiting list having a handicap requiring those features. If the accessible unit must be offered to an applicant who does not nor does any family member have an

impairment, PHA may require the applicant to agree to move to a non-accessible unit when such unit is available.

C7.4 Unit Refusals

When an applicant refuses an offer of an apartment, the application shall be returned to the waiting list, being assigned (for processing purposes only) the lowest priority and an application date and time which corresponds to the date of the refusal. Upon return to the top of the waiting list, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of the second such offer, including any in neighborhoods previously refused, the application shall be removed from the waiting list and classified as inactive for a period of twelve months.

If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his inability to move to the PHA's satisfaction, refusal of the offer shall not count as one of the number of allowable refusals permitted the applicant before placing his name at the bottom of the eligible applicant list, or placing the application in the inactive status.

If an applicant presents, to the satisfaction of the PHA, clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, creed, age, handicap, familial status or national origin, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted the applicant before placing his/her name at the bottom of the eligible list or placing the application in the inactive status.

C8.0 Leasing of Dwelling Units

The head of household of each family accepted as a resident is required to execute a lease agreement in such form as the PHA shall require prior to actual admission. All remaining adult members who are 18 years of age or older of the household are also required to sign the lease. One copy of the lease will be given to the lessee, the original will be filed as part of the permanent records established for the family in the PHA Central Office and the remaining copy will go to the development office as part of the tenant's records.

Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy.

It shall be explained in detail to the head of household or other responsible adult before execution of the lease.

The lease shall be kept current at all time. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household. If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the PHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

In the case of an inter programmatic or inter development transfer, the tenant file shall follow the tenant to their new place of residency.

Certain documents are made a part of the dwelling lease by reference. These include, but are not limited to, the Admission and Continued Occupancy Policy (the Plan), and the posted Resident Rules and Regulations.

Cancellation of a resident's lease is to be in accordance with the provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the resident. Written records shall be maintained containing the pertinent details of each eviction.

C9.0 Admission of Additional Members to A Current Household

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low resident satisfaction. It is with this in mind that this section of the Plan is established. The purpose is not to establish an alternate means of Admissions.

2. Application Procedure - The resident of a household that wishes to add additional members with the exception of a new born child to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.

3. Eligibility Criteria

   A. All new member(s) must be determined eligible in accordance with Section C2.0 eligibility criteria.

B. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with the Section C5.0, Occupancy Standards.

4. Application Denial - The PHA may deny the application for inclusion of additional family member for any of the following reasons:

   A. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Section C5.0.

   B. Additional members are not related to resident by blood, marriage or legal adoption.

   C. Additional members are prior tenants with balances owed.

   D. Additional members are prior tenants whom have been evicted for criminal or illegal activities.

   E. Other reasons as determined from time to time by the Executive Director.

5. Additional members which do not require approval of the PHA. The PHA shall not deny approval for any of the following:

   A. Newborn infants of members currently on the lease.

   B. Minor children of members currently on the lease who were removed from their care by court action and are being returned.

C10.0 Rent Rules

PHA general rent calculation is 30% of a residents gross income, with minor income adjustment. However, the PHA in an effort to encourage self-sufficiency and quality of life improvement has expanded its rent rules to include the following:

1. Minimum Rent

   PHA's minimum rent is $50.00 including utilities.

   There are exemptions from the payment of the minimum rent and those financial hardship circumstances are:

   - The family has lost eligibility for, or is awaiting an eligibility determination for, a federal, state or local assistance program.

- The family would be evicted as a result of the imposition of the minimum rent requirements.

- The income of the family has decreased because of changed circumstances, including the loss of employment.

- A death in the family.

- Other situations as may be determined by the PHA.

In addition, if a resident requests a hardship exemption and the Authority determines the hardship to be a "temporary nature", the exemption shall not be granted for 90 days. The resident cannot be evicted during this 90-day period for non-payment of rent. If the resident can demonstrate that the hardship is long-term, then the Authority must retroactively exempt the resident from the minimum rent for the initial 90 day period.

2. Ceiling/Flat Rents

The PHA has determined that it shall have a ceiling/flat rent that is reflected from the annually published Fair Market Rents (FMR) for its jurisdiction. It is PHA's position that ceiling and flat rents are synonymous.

3. Choice of Rental Payment

A family shall have the opportunity annually at their re-exam to elect a ceiling/flat rent or an income-based rent. The family can switch to an income-based rent during the year only with the permission of the PHA.

The PHA will provide the family with the opportunity to immediately switch to the income-based rent because of the following financial hardships:

- Income of the family has decreased because of a change in circumstances, loss or reduction of employment, death in the family and reduction in or loss of income or other assistance.

- An increase in the family's expenses for medical costs, child care, transportation, education or similar items.

- Such other circumstances as may be determined by the Authority.

4. Earned Income Disregard

Any family whose income increases from new or greater employment will be disregarded for 12 months from the date of the income increase. The rent increase will then be phased in over a two-year period after the initial 12 months disregard and no more than a 50% increase can be applied to the rent calculation in either year.

The earned income disregard applies to the following family members:

- A family member whose income increases who has been currently employed for one or more years.
- A family member whose earned income increases during a family self-sufficiency or other job training program.
- A family member who, during the previous 6 months, was assisted under any state temporary assistance to needy families program (TANF)
- A family member becomes employed after being unemployed for at least one year.

5. Loss of Income from Welfare Work-Related Sanctions

If state or local public assistance benefits are decreased because of any failure of any member of the family to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement shall not be entitled to a rent reduction.

C11.0 Approval Process for Residents Requesting Permission to Operate a Business in the Unit

Prior to making a determination the resident shall request the PHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the PHA. When a resident desires to operate a legal profit making business from the leased unit, the PHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the leased unit.

A. Local building health codes, requirements for license or governmental approval.

B. Local zoning ordinances.

C. The effect on PHA insurance coverage.

D. Utility consumption.

E. Possible damage to the leased unit.

F. Estimated traffic and parking.

G. Disturbance of other residents.

H. Attraction of non-residents to the neighborhoods.

I. Possible use of resident business as a cover for drug-related activities.

In addition, the PHA shall take into consideration the many benefits to be found in small-scale in-home businesses such as; supplying necessary services to the developments; opportunities for individual economic and personal development; increased feeling of self-worth and a positive sense of community; and potential increased resident income.

CONTINUED OCCUPANCY

D1.0 Eligibility for Continued Occupancy

Eligibility for continued occupancy in the PHA communities for only those residents:

1. Who qualify as a family as defined by Federal requirements and this policy (see definition in B1.0).

2. Who conform to the Occupancy Standard established for lower income housing. (see C5.0)

3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and

4. Whose family does not have a record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation, or any other history which may be reasonably expected to adversely affect:

   A. The health, safety, or welfare of other residents.

   B. The peaceful enjoyment of the neighborhood by other residents.

   C. The physical environment and fiscal stability of the neighborhood.

5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as the eligibility shall be reached after a referral with the Executive Director or his designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

6. Who do not have a history of criminal activity which, if continued, could adversely affect the health, safety, or welfare of other residents.

7. Who continues to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty (30) days shall be grounds for termination of the lease.

8. Who are, with the aide of such assistance is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. A person or persons remaining as a resident of a family may be permitted to remain in occupancy provided that the PHA, in its sole judgment, determines that the remaining person(s) is (are):

   A. Otherwise eligible for continued occupancy; and

   B. Capable of carrying out all lease obligations. including but not limited to rent payment, care of the apartment, and proper conduct; and

   C. Willing to assume all lease obligations of the prior leasehold, including all payments under the lease, and

   D. Legally competent to execute a lease in his (their) own name. The PHA will not execute a lease with a minor.

9. Who have complied with the community work requirement of 8 hours of community service per month or participated in an economic self-sufficiency program for 8 hours per month.

   Exemption exist for any family member who is :

   - 62 years of age or older

   - Is blind or disabled and is unable to comply or is a primary caretaker of such individual.

   - Any adult in a family receiving TANF or other state welfare assistance, including a state welfare assistance, including a state welfare-to-work program.

   - Any adult who meets a state welfare program's criterion for exemption from work requirements.

D2.0 Re-examination

Re-examinations of income and family circumstances are conducted for the following purposes:

1. To comply with the Federal and State requirements relating to annual re-examinations.

2. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.

3. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards (C5.0).

4. To establish the Total Resident Payment and the Resident Rent to be charged to the family (C10.0).

5. Interim re-examination shall be conducted within 30 days of a change in income or family composition. It is the family's responsibility to initiate the process.

6. Interim re-examination is required for the following: transfers; interim rent adjustments; changes in names of head of household or other adult members in the household; and in other special circumstances that affect family composition or income.

D2.1 Annual Re-examinations

Annual re-examinations are necessary to comply with the Federal requirement that each family have its eligibility re-examined at least every twelve months. Residents will be notified in writing of the requirements for re-examination in sufficient time to allow for the complete processing and verification of data. Failure to complete re-examination is a serious lease violation which will result in the termination of tenancy. Failure to complete re-examination includes:

1. Failure to appear for a scheduled re-certification interview without making prior alternative arrangements with the PHA.

2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.

3. Refusal to properly execute required documents.

D2.2 Special Re-examinations

If at the time of admission, annual re-examination or interim re-examination, it is not possible to make an estimate of the Family Income with any reasonable degree of accuracy because:

1. Family member(s) are unemployed and there are not anticipated prospects of employment: or,

2. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination;

Then a special re-examination will be scheduled on a date determined by the PHA's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled special re-examination, it is still not possible to make a reasonable estimate of Family Income, special re-examinations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the re-examination completed. The special re-examinations are not to replace the annual re-examination (C10.0).

D2.3 Interim Re-examinations

Interim re-examinations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes which must be reported in writing within thirty (30) days of their occurrence. No adjustment of rent either upward or downward is to be made except at the time of a regular or special re-examination unless:

1. There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, must be approved by Management in advance as established in this policy.)

2. There is a new source of family income. Changes in family income resulting from increases or periodic increases in government benefits do not have to be reported to on-site Management until annual re-examination, unless the amount of increase is equal to or greater than $40 per month. However, a family who has had an income reduction between annual re-examinations must report all changes in income regardless of the amount or source within thirty (30) days of their occurrence.

3. A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation which would warrant a reduction in rent based on the current definition in income and maximum rent-to-income ratio.) (C10.0)

4. There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

Rent increases shall be made effective the first day of the second month following the month in which the change actually **occurred**. After having given the resident a written thirty (30) day notice.

Rent decreases resulting from changes specified in items 1, 2, and 3 above shall be made effective the first day of the month following the month in which the change was **REPORTED** in writing, provided however that no decrease shall be made until proof of changes, as outlined above, has been furnished and deemed sufficient by Management. When rent is reduced between re-examinations, the resident must report all changes in income regardless of amount or source and rent shall be adjusted accordingly. It is the responsibility of the resident to report in writing all changes as outlined in items 1 and 2 within thirty (30) days of their occurrence.

D2.4 Processing Re-examinations

All re-examinations - annuals, specials and interims - shall be processed under the following conditions:

1. All data must be verified and documented as required in C3.0. The PHA will NOT adjust rents downward until satisfactory verification is received.

2. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease.

3. Families who are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy (Pages 51-56) or be allowed to remain if over housed in accordance with PHA's vacancy reduction policy.

4. All interim changes in resident's rent are to be made by a copy of "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from annual re-certifications shall be incorporated into the lease by a "Notice of Rent Adjustment".

5. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the PHA.

6. Interim increases in rent are to be effective on the first day of the month following the month in which the change actually occurred. For employment, this is the date employment began, not the date income was first received. For government benefits, this date is the beginning of the period covered by the payment. The PHA shall give a thirty (30) day written notice of the increase, unless exempted under the Earned Income Disregard.

7. If it is found that a resident has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The resident may be required to pay within seven (7) days of official notification by the PHA or be required to sign and abide by a repayment agreement, the difference between the rent he has paid and the amount he should have paid. In addition, the resident may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation which may result in termination of the lease.

D3.0 Re-examination Dates

The re-examination date(s) is the effective date of rent changes resulting from the annual re-examination. The re-examination will commence sufficiently in advance to obtain signed Application for Continued Occupancy as may be appropriate and to process to completion.

D4.0 Temporary Rents

If, at the time of admission or re-examination, the PHA can satisfy itself that a family is of low income and within the approved income limits, but cannot make a determination of income for purposes of determining rent with a necessary degree of accuracy because of the inability to secure adequate verification or instability of income, a temporary rent may be established based on the data supplied by the applicant in the application. If a temporary rent is established, the resident will be notified of this action by a temporary rent notice or such other method determined to be legally and administratively sufficient and that his appropriate rent, when determined, will be effective retroactively to the date of re-examination. The resident will be required to pay any balance due or the PHA will credit his account with any overpayment which results from a temporary rent. The PHA will schedule special re-examination (see D2.2) of all factors relating to both rent and eligibility of each resident established on a temporary rent at intervals established by the PHA until a permanent

determination can be made as to rent and eligibility status of the family.

D5.0 Eviction of Families Based on Income

PHA shall not commence eviction proceedings, or refuse to renew a Lease, based on income of the Resident family unless:

1. It has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding the Resident Rent as Defined in B1.0, or

2. It is required to do so by Local Law.

D5.1 Eviction of Families for Drug-Related and/or Criminal Activities

PHA shall commence eviction proceedings of the resident family for:

1. Any drug-related activities of the resident, household member or guest;

2. Any criminal activities occurring on or off the premises;

3. Alcohol abuse is grounds for termination if it is determined that such abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The PHA has a “one strike” or “zero tolerance” policy with respect to violations of lease terms regarding drug-related and other criminal activities.

TRANSFERS

E1.0 Transfer Policy

Objectives of the Transfer Policy:

- To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate sized unit,
- To facilitate humane relocation when required for modernization or other management purposes.
- To facilitate relocation of families with complete and permanent inability to continue living in a multiple-story apartment.
- To eliminate vacancy loss and other expenses due to unnecessary transfers.

E1.1 Types of Transfers

1. **PHA Initiated** - The PHA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management as follows:

   A. In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. The option to transfer fire or disaster victims is open to the PHA; on-site management may review rent paying history, housekeeping, illegal or criminal activities and/or social dysfunction and use these criteria for making the determination to re-house. In PHA, the Executive Director has the ultimate responsibility for providing shelter for victims of fire. If the appropriate sized unit is not available within the same neighborhood, the family may be transferred to an appropriate size unit available at another PHA-owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company. If an appropriate size unit is not available PHA-wide then the family may be over-housed but placed on the transfer list with the transfer being accomplished at the appropriate time. The resident will be required to pay all relocation expenses.

B. If a neighborhood is undergoing modernization type work which necessitates vacating apartments, the affected residents will be relocated at the PHA's expense in available vacant units within the PHA.

C. To protect a family from reprisals because family members provided information on criminal activities to a law enforcement agency.

D. To protect a family who's member(s) have been the victim of a hate crime.

E. To accommodate a member of a family who has a mobility or other impairment that makes the person unable to use critical elements of the unit.

F. If there is involuntary disposition of the multi-family rental housing development by HUD under Section 203 of the Housing and Community Development Amendments of 1978.

G. If determined feasible by management, the PHA will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by the Executive Director or his/her designee. The PHA may suspend normal transfer procedures to facilitate modernization type activities.

2. **Transfers for Approved Medical Reasons** - Residents may be transferred from their current apartment in order to obtain reasonable accommodations of the needs of any resident with disabilities. The Authority may require medical documentation of a resident's condition from a physician or service provider and reserves the right to make its own evaluation of such documentation. Normally such transfers will be within the resident's original neighborhood unless the appropriate size, reasonable accommodations and type of unit does not exist on the site. All other medical related transfer requests shall be determined solely by the Executive Director or his/her designee.

A resident who desires to relocate on advice of a physician or service provider for reasons other than inability to negotiate stairs may file an application for an apartment with the management on site.

3. **Transfers to Appropriately Sized Unit**

Section 5, Paragraph (a) (2) of the dwelling lease states that:

Resident's family composition **NO LONGER** conforms to Management's Occupancy Standards for the unit occupied, Management may require the Resident to move into a unit of appropriate size.

This section establishes both that the PHA has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

A. Determination of the correctly size apartment shall be in accordance with the PHA's Occupancy Standards.

B. Single persons, elderly and handicapped residents who occupy a one bedroom apartment will not be required to relocate into an efficiency (0-BR).

C. Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.

D. Management may, at it's discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations. The new household must apply to the PHA for occupancy and be processed through the regular wait list procedures.

4. **Transfers for Non-handicapped families living in handicapped designated units**.

Section 1(a) of the dwelling lease states what type of unit, as designated by Management, that the resident family is residing in. Section 5(e) of the dwelling lease states: If the unit leased is a handicapped designated unit as checked in Section 1(a) and the resident family occupying the unit is not a family with handicapped individuals, the resident agrees to transfer to a non-handicapped unit if and when the unit is needed for a handicapped family.

The PHA may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the PHA may from time to time rent a handicapped designated unit to a family that has no handicapped members. The PHA will advise the family of the requirements to transfer if and when a handicapped designated family is determined eligible. If the family selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the family.

This section establishes both that the PHA has an obligation to transfer non-handicapped residents residing in handicapped designated units to non-handicapped designated units and that non-handicapped families are obligated to accept such transfers. These will be made in accordance with the following principles:

A. Transfers to a non-handicapped designated unit will be made within the same neighborhood unless that size unit does not exist on the site.

B. Transfers to a non-handicapped designated unit will be made outside of the same neighborhood if that size unit does not exist on the site.

C. Management, may at it's discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contain a legal leaseholder capable of discharging lease obligations. For the purposes of determining the priorities for transfers, this type of transfer shall be considered an PHA initiated transfer.

E1.2 Priorities for Transfers

All transfers must be either for approved medical reasons, for relocation to an appropriately sized unit or be initiated by the PHA. No other reasons for transfers will be considered. Within the eligible types, transfers shall be performed according to the following priorities:

1. PHA initiated transfers;
2. Transfers to a single-level apartment for approved medical reasons;
3. Residents who are under-housed by one or more bedrooms as is consistent with HQS and Housing Code enforcement for the City of PHA;
4. Residents who are over-housed by one or more bedrooms and not over-housed by the PHA to remedy vacancy rate;

PHA initiated transfers always have priority over new move-ins. The remainder shall be mixed with new move-ins in a ratio of one transfer to five new move-ins. Within each priority type, transfers will be ranked by date. In transfers requested by residents for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by on-site management. In the case of a involuntary transfer, the date will be that on which management verifies that the change occurred. Management reserves the right to immediately transfer any family who has misrepresented family circumstances or composition.

E1.3 Transfer Procedures

The PHA staff shall:

- Determine whether a vacancy is used for transfer or move-ins based on priorities and established ratios.
- Coordinate actual transfers with other PHA staff.
- Maintain transfer logs and records for audit.
- Notify residents with pending transfers as their name approaches the top of the list.
- Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.

- Issue final offer of vacant apartment as soon as vacant apartment is identified.
- Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident four (4) working days to complete transfer.
- Process transfer documents.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both apartments involved in the transfer, charging for any resident abuse.

Only one offer of an apartment will be made to each resident being transferred within their own neighborhood. A resident being transferred outside his/her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person has requested a single-level apartment for approved medical reasons declines the offer of such an apartment, the PHA is not obligated to make any subsequent offers. The PHA will notify the resident in such cases that the PHA has discharged its obligations to the resident, that he remains in the apartment at his own risk, and that the PHA assumes no liability for his condition.

E1.4 Right of Management to Make Exceptions

The plan is to be used as a guide to insure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development.

FRAUD

F1.0 Fraud

The PHA takes the position that:

"Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy or payment from a resident in connection with public housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a fraud."

The PHA considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.

2. If any examination of the resident's file discloses that the resident made any misrepresentation (at the time of admission or any previous re-certification date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the resident may be required to vacate the apartment even though he/she may be currently eligible.

3. A resident family who has made misrepresentation of income or family circumstances is subject to both eviction and being declare ineligible for future housing assistance.

4. If it is found that the resident's misrepresentations resulted in his/her paying a lower Resident Rent than he/she should have paid, he/she will be required to pay the different between rent owed and the amount that should have been paid. This amount shall be paid whether or not the resident remains in occupancy, but failure to pay under terms established by the PHA shall always result in immediate termination of the lease. The PHA reserves the right to demand full payment within seven days.

5. The PHA shall report apparent cases of resident or applicant fraud to the appropriate government agency. It shall be the

policy of the PHA to press State and Federal authorities for prosecution of cases which, in the PHA's judgment, appear to constitute willful and deliberate misrepresentation.

RENT COLLECTION POLICY

G1.0 General Selection

Rent is due on or before the 1st day of each month and is delinquent after the tenth (10th) working day of the month. All payments received after 4:00 P.M. shall be dated the next work day, but for delinquency purposes they will have the actual payment date noted on the receipt.

Excess utilities are due the fifteenth day after the notice of the charge.

Maintenance charges and all other charges are due the fifteenth day after notification of the change (i.e. Work Order copy, letter, etc.). Maintenance charges and other charges, not otherwise mentioned in this policy, appearing on rental accounts are due the fifteenth day following written notification of the charge.

All payments received shall be applied to the oldest debt first, unless some charges are currently contested under a written grievance.

No amount shall be considered too small to issue an eviction warrant.

Management reserves the right to waive late charges or to accept payments after the delinquency date as determined on a case by case basis.

G1.1 Rental Payments After the Delinquency Date

A. The PHA may assess a late charge to all residents, except those residents who have received a wavier, on the delinquency date.

B. Payments tendered by residents after the delinquency date and prior to a demand notice will be accepted by management provided all rent and other charges then due are paid in full. No partial payments will be accepted after the delinquency date.

C. No payments will be accepted after the expiration of the eviction notice unless the resident has made a written request for late payment and delay of court action such request has been determined and approved for only those reasons which are genuine emergencies as determined by the PHA management, or upon completion of rent counseling as outlined in Section 4 below.

D. A resident will be allowed to tender rent and other charges then due in full after termination of the dwelling lease only twice

within a twelve month period (PHA fiscal year), and then only after completion of rent counseling.

E. Failure to make payments when due and before expiration of the dwelling lease termination, shall result in an issuance of a dispossessory warrant upon expiration of all legal notices.

G1.2 Procedures After the Expiration of the Termination of the Dwelling Lease

A. Immediately after the expiration of the lease termination notice, management will issue a demand notice.

B. No payments will be accepted after the demand notice is issued except from residents who have an approved request for late payment or complete a rent counseling as outlined in G1.1(D), provided the rent counseling is completed prior to the issuance of a dispossessory warrant.

G1.3 Retroactive Rent Charges

Retroactive Rent Charges will be due and payable within 7 days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the resident will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period, provided the resident agrees to pay the principal.

G1.4 Vacated Residents With Balances

Vacated residents will have seven (7) days from the date of the statement of Refund of Security Deposit and Unearned Rent to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

APPENDIX