OMB Approval No: 2577-0226
(exp. 02/28/2006)

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

PHA Plans

5 Year Plan for Fiscal Years 2003 - 2007
Annual Plan for Fiscal Year 2003

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

PHA Plan
Agency Identification

PHA Name: Housing Authority of the City of San Angelo

PHA Number: TX470

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

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

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

CDBG Department, 115 West 1st, San Angelo, TX 76903

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)

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

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:

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

☒ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 I]
Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

iii. Annual Plan Table of Contents
[24 CFR Part 903.7 9 I]
Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

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

Required Attachments:

☒ Admissions Policy for Deconcentration (Attachment A – Admin Policy)
☒ FY 2003 Capital Fund Program Annual Statement (see page 45 - 57)
☒ Most recent board-approved operating budget (Required for PHAs that are troubled or at risk of being designated troubled ONLY) (Attachment C)

Optional Attachments:

☒ PHA Management Organizational Chart (see page 58)
☐ FY 2002 Capital Fund Program 5 Year Action Plan
☐ Public Housing Drug Elimination Program (PHDEP) Plan
☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) (Attachment D)
☒ Other (List below, providing each attachment name)
Attachment E - Personnel Policy
Attachment F - Maintenance Policy
Attachment G - Pet Policy
Attachment H - Community Service Policy
Attachment I - Safety Program

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	infestation)	
X	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	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 the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program ☐ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
X	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
X	Other supporting documents (optional)	(specify as needed)

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	(list individually; use as many lines as necessary)	CmtyServ Policy-Attch H

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	2484	5	5	5	5	5	5
Income >30% but <=50% of AMI	1602	5	5	5	5	5	5
Income >50% but <80% of AMI	2661	5	5	5	5	5	5
Elderly	1404	5	5	5	5	5	5
Families with Disabilities	9,237	5	5	5	5	5	5
White	4245	5	5	5	5	5	5
Black	639	5	5	5	5	5	5
Hispanic	1802	5	5	5	5	5	5
Other	61	5	5	5	5	5	5

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

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 2000

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset

☐ American Housing Survey data
Indicate year: 2000

☐ Other housing market study
Indicate year:

☒ Other sources: (list and indicate year of information) 2000
http://factfinder.census.gov/servlet/BasicFactsServlet?_lang=en

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

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one) ☐ Section 8 tenant-based assistance ☐ Public Housing ☒ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	928		
Extremely low income <=30% AMI	540	54.21%	
Very low income (>30% but <=50% AMI)	281	28.42%	
Low income (>50% but <80% AMI)	107	40.55%	
Families with children	834	91.5%	
Elderly families	44	04.74%	
Families with Disabilities	50	05.38%	
Race/ethnicity-Hisp	473	52.15%	

Housing Needs of Families on the Waiting List			
Race/ethnicity-White	798	86.56%	
Race/ethnicity-Blk	114	11.59%	
Race/ethnicity-Other	16	.0197%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	48	41%	
2 BR	40	34%	
3 BR	23	19%	
4 BR	6	05%	
5 BR	0	0	
5+ BR	0	0	

Is the waiting list closed (select one)? ☒ No ☐ Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

C. Strategy for Addressing Needs

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

D. Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line

☒ Reduce turnover time for vacated public housing units

☒ Reduce time to renovate public housing units

☐ Seek replacement of public housing units lost to the inventory through mixed finance development

☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources

☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
☐ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
☐ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:
Select all that apply

☐ Apply for additional section 8 units should they become available
☐ Leverage affordable housing resources in the community through the creation of mixed – finance housing
☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
☒ Other: (list below)
Assist Non-profits agencies with 811 and 202 Grant applications.

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

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

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

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

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

☐ Employ admissions preferences aimed at families who are working
☒ Adopt rent policies to support and encourage work

☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

☐ Seek designation of public housing for the elderly
☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
☒ Other: (list below)
Assist NPO agencies with 202 grant application.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

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

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

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

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

Strategy 2: Conduct activities to affirmatively further fair housing
Select all that apply

☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units

☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
☐ Other: (list below)

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

E. Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2003 grants)**		
a) Public Housing Operating Fund	270,222	
b) Public Housing Capital Fund	238,026	
c) HOPE VI Revitalization	0	

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,921,157	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant	0	0
i) HOME	0	0
Other Federal Grants (list below)	0	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Capital Fund FY2002	199,878	CFP
Capital Fund FY2001	61,214	CFP
3. Public Housing Dwelling Rental Income	170,832	LRPH Operations
(calculated from 8/02-7/03 figures)		
4. Other income (list below)		
FIC Center-Vacant at this time	0	Day-Care Center
5. Non-federal sources (list below)		
Affordable Housing	1,260,000	Apartment Operations
Total resources	5,121,329	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 I]

A. Public Housing

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

(1) Eligibility

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

☒ When families are within a certain number of being offered a unit: (state number) 10

☐ When families are within a certain time of being offered a unit: (state time)

☒ Other: (describe) 9. The application process will involve two phases. The first phase is the initial filling out the application for housing assistance. The application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This results in the family's placement on the waiting list only.

Upon receipt of the families pre-application, the Public Housing Authority will make a preliminary determination of eligibility. The PHA will give the family a card and be placed on the waiting list according to date and time. If the Public Housing Authority determines the family to be ineligible due to income or other factor, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, address change, or preference factors. The Public Housing Authority will annotate the applicant's file and will update their place on the waiting list.
The full application takes place when the family nears the top of the waiting list. Those at the top of the list will be mailed letters of notification. The Public Housing Authority will ensure that verification of all preferences, eligibility and, suitability selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

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

☒ Criminal or Drug-related activity

☐ Rental history

☐ Housekeeping

☐ Other (describe)

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

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

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

(2)Waiting List Organization

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

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

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

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

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

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

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

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

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

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

(3) Assignment

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

☐ One
☒ Two
☐ Three or More

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

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA: Section 8 is exempt.

(4) Admissions Preferences

K. Income targeting:

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

b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)

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

c. Preferences

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

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

Former Federal preferences:

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

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

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

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

Date and Time

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

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

M. Relationship of preferences to income targeting requirements:

☐ The PHA applies preferences within income tiers

☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

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

☒ The PHA-resident lease

☒ The PHA's Admissions and (Continued) Occupancy policy

☒ PHA briefing seminars or written materials

☐ Other source (list)

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

☐ At an annual reexamination and lease renewal

☒ Any time family composition changes

☐ At family request for revision

☐ Other (list)

(6) Deconcentration and Income Mixing

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

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

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

☐ Adoption of site-based waiting lists

If selected, list targeted developments below:

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

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

☐ Other (list policies and developments targeted below)

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

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

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

P. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)
☐ Not applicable: results of analysis did not indicate a need for such efforts
☒ List (any applicable) developments below: TX21P470003

Q. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Section 8

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

(1) Eligibility

R. What is the extent of screening conducted by the PHA? (select all that apply)

☒ Criminal or drug-related activity only to the extent required by law or regulation

☐ Criminal and drug-related activity, more extensively than required by law or regulation

☐ More general screening than criminal and drug-related activity (list factors below)

☐ Other (list below)

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

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

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

S. Indicate what kinds of information you share with prospective landlords? (select all that apply)

☐ Criminal or drug-related activity

☒ Other (describe below)

Prior Landlord information reference if requested.

(2) Waiting List Organization

T. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

☒ None

☐ Federal public housing

☐ Federal moderate rehabilitation

☐ Federal project-based certificate program

☐ Other federal or local program (list below)

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

☒ PHA main administrative office

☐ Other (list below)

(3) Search Time

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

If yes, state circumstances below:

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

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

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

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

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

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

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

☐ The PHA applies preferences within income tiers

☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

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

☒ The Section 8 Administrative Plan

☒ Briefing sessions and written materials

☐ Other (list below)

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

☐ Through published notices

☒ Other (list below)

Through letters to clients.

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

B. Use of discretionary policies: (select one)

☐ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum

rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

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

b. Minimum Rent

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

☐ $0
☐ $1-$25
☒ $26-$50

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

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

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

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

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

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

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

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

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

e. Ceiling rents

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

☒ Yes for all developments
☐ Yes but only for some developments
☐ No

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

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

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

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

f. Rent re-determinations:

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

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

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

I. Flat Rents

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

☐ The section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☐ Survey of similar unassisted units in the neighborhood
☐ Other (list/describe below)

This PHA does not have Flat rents, only ceiling rents.

J. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

☐ At or above 90% but below100% of FMR
☐ 100% of FMR
☒ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

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

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

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

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

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

☒ Annually
☐ Other (list below)

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

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

(2) Minimum Rent

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

☐ $0
☐ $1-$25
☒ $26-$50

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

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

Q. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached. (See page 58)

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

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	174	3%
Section 8 Vouchers	779	5%
Section 8 Certificates	0	
Section 8 Mod Rehab	0	
Special Purpose Section 8 Certificates/Vouchers (list individually)	0	
Public Housing Drug Elimination Program (PHDEP)	0	
Other Federal Programs(list individually)	0	

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or

eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

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

Maintenance policy, A & O policy, Grievance Procedure, Personnel policy, Community Service policy, EID policy, Safety policy, Pet policy.

R. Section 8 Management: (list below)

Section 8 Administrative Plan, FSS Action Plan, EID policy

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

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

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

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

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

☒ PHA main administrative office

☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

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

A. Capital Fund Activities

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

(1) Capital Fund Program Annual Statement

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

Select one:

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

-or-

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

PHA Plan
Table Library

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

Annual Statement	

Capital Fund Program (CFP) Part I: Summary Capital Fund Grant Number TX21P47050103 FFY of Grant Approval: (10/2003) ☒ Original Annual Statement		
Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	23,802
3	1408 Management Improvements	5,000
4	1410 Administration	23,802
5	1411 Audit	0
6	1415 Liquidated Damages	0
7	1430 Fees and Costs	2,000
8	1440 Site Acquisition	0
9	1450 Site Improvement	11,198
10	1460 Dwelling Structures	122,333
11	1465.1 Dwelling Equipment-Nonexpendable	29,891
12	1470 Nondwelling Structures	15,000
13	1475 Nondwelling Equipment	5,000
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	**Amount of Annual Grant (Sum of lines 2-19)**	238,026
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

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

form **HUD 50075** (03/2003)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
TX21P470001, 002, 003, 008 PHA wide.	Operations	1406	23,026
	Management Improvements –Software upgrades.	1408	5,000
	Administrative Costs – Maintenance Supervisor Salary, & Administrative cost of Capital Fund	1410	23,802
TX21P470-001,002,003 PHA Wide	A&E Costs – Architectural Costs for renovations of New Central Office	1430	2,000
TX21P470001, 002, 003, 008 HA wide	Site Improvements – Window and Door Weatherization. Add incline ramps to elderly units.	1450	11,198
TX21P470001, 002, 003	Dwelling Structures, partial/full rehab of Vacant units, to include weatherization, new windows, tile, paint, door seals, carpets, etc.	1460	122,333
TX21P470001, 002, 003, 008	Dwelling Equipment –Stoves, refrigerators, A/C units, New Vehicle for Maintenance	1465.1	29,891
TX21P470-001,002 003, 008 PHA Wide	Nondwelling Structures – Remodel and renovations at new central office and Upgrades to FIC Center	1470	15,000
TX21P470-001,002 003,008 PHA Wide	Non-Dwelling Equipment-New Security System for Central Office	1475	5,000
	GRAND TOTAL		238,026

form **HUD 50075** (03/2003)

Annual Statement		
Capital Fund Program (CFP) Part III: Implementation Schedule		
Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
TX21P470-001-008, Operations	9/17/05	9/17/06
TX21P470-001-008, Management Improvements	9/17/05	9/17/06
TX21P470-001-008, Administration	9/17/05	9/17/06
TX21P470-001-008,Dwelling Structures	9/17/05	9/17/06
TX21P470-001-008, Dwelling Equipment	9/17/05	9/17/06

(2) Optional 5-Year Action Plan

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

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

b. If yes to question a, select one:

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

-or-

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

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

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

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

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

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

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

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

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

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

V. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition ☐ Disposition ☐
W. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☐
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)
5. Number of units affected: 6. Coverage of action (select one) ☐ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

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

[24 CFR Part 903.7 9 (i)]

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

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

X. Activity Description

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

Designation of Public Housing Activity Description
1a. Development name: Alta Loma/Rio Vista 1b. Development (project) number: TX21P470002
Y. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☒
Z. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation approved, submitted, or planned for submission: (12/31/82)
B. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 60 **C.** Coverage of action (select one) ☒ Part of the development ☐ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

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

D. Activity Description

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

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
E. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
F. Status of Conversion Plan (select the statement that best describes the current status) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway
G. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

☐ Units addressed in a pending or approved demolition application (date submitted or approved:
☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:)
☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:)
☐ Requirements no longer applicable: vacancy rates are less than 10 percent
☐ Requirements no longer applicable: site now has less than 300 units
☐ Other: (describe below)

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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

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

H. Activity Description

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

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
I. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
J. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: **K.** Coverage of action: (select one) ☐ Part of the development ☐ Total development

B. Section 8 Tenant Based Assistance

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

2. Program Description:

L. Size of Program

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

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

☐ 25 or fewer participants
☐ 26 – 50 participants
☐ 51 to 100 participants
☐ more than 100 participants

M. PHA-established eligibility criteria

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

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

N. Cooperative agreements:

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

If yes, what was the date that agreement was signed? 06/21/2000

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

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

B. Services and programs offered to residents and participants

(1) General

P. Self-Sufficiency Policies

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

- ☒ Public housing rent determination policies
- ☒ Public housing admissions policies
- ☒ Section 8 admissions policies
- ☐ Preference in admission to section 8 for certain public housing families
- ☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☐ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

Q. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Family Self-Sufficiency (main Office	*80*	*First come-first serve*	*PHA main office/Tina Evens*	*Section 8 only*
Edna Machado Scholarship	5	FSS/ LR Students	PHA main office	Both
VOYCE - Mentoring Program	18	LR/Sec8 youth	ACM bldg	Both

(2) Family Self Sufficiency program/s

R. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2003 Estimate)	Actual Number of Participants (As of: 10/08/2003)
Public Housing	0	0
Section 8	80	50

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

C. Welfare Benefit Reductions

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

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

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

Included in the Low-Rent Admissions & Occupancy Policy

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

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

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

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

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

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

TX21P470001 – Paisano Plaza, TX21P470003 – El Presidente

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

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

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

☐ Other (describe below)

2. Which developments are most affected? (list below)
   TX21P470001 – Paisano Plaza, TX21P470003 – El Presidente

C. Coordination between PHA and the police

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

☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
☒ Police provide crime data to housing authority staff for analysis and action
☐ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
☒ Police regularly testify in and otherwise support eviction cases
☐ Police regularly meet with the PHA management and residents
☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
☐ Other activities (list below)

Y. Which developments are most affected? (list below)
TX21P470001 – Paisano Plaza, TX21P470003 – El Presidente

Z. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2003 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

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

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

Included in the Low-rent A & O Policy – page 63 & in Lease.

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

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

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

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

2. What types of asset management activities will the PHA undertake? (select all that apply)

☐ Not applicable
☐ Private management
☒ Development-based accounting
☒ Comprehensive stock assessment
☐ Other: (list below)

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

San Angelo PHA will continue to pursue CIAP PFS funds for capital improvements and long-term asset management

18. Other Information

[24 CFR Part 903.7 9 I]

A. Resident Advisory Board Recommendations

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

B. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☒ Attached at Attachment - Attachment _D_

☐ Provided below:

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

☐ Considered comments, but determined that no changes to the PHA Plan were necessary.

☒ The PHA changed portions of the PHA Plan in response to comments
List changes below:
Modified modernization plan of PHA properties.

☐ Other: (list below)

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

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

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

3. Description of Resident Election Process

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

☐ Candidates were nominated by resident and assisted family organizations

☐ Candidates could be nominated by any adult recipient of PHA assistance

☒ Self-nomination: Candidates registered with the PHA and requested a place on ballot

☐ Other: (describe)

E. Eligible candidates: (select one)

☐ Any recipient of PHA assistance

☒ Any head of household receiving PHA assistance

☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

F. Eligible voters: (select all that apply)
☒ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (City of San Angelo)

G. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
☐ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

☐ Other: (list below)

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

Increase and maintain safe, decent, and affordable housing in the jurisdiction.

D. Other Information Required by HUD

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

Attachments

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

CFP 2003 Capital Fund Program Five Year Plan and Budget

HUD Acct #	Development #	Account Name	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	Grand Total
	TX21P470-001,2,3,8							
1406	PHA-Wide	**Operations**	23,802.00	29,878.00	29,878.00	29,878.00	29,878.00	149,499.00
1408	PHA-Wide	**Management Improvements**	5,000.00	5,000.00	15,000.00	10,000.00	5,000.00	40,000.00
1410	PHA-Wide	**Administration**	23,802.00	25,000.00	25,000.00	25,000.00	25,000.00	123,802.00
1411		**Audit**	0	0	0	0	0	0.00
1430	PHA-Wide	**Fees and Costs**	2,000.00					0.00
		Architectural Fees Main Office Renov.						0.00
1450	1,2,3	**Site Improvement**	11,198.00	10,000.00	10,000.00	10,000.00	10,000.00	51,198.00
1450		Sidewalk Repairs, More Lighting, Ramps at Elderly Sites	0	0	0	0	0	0.00
1460		**Dwelling Structures**	0	0	0	0	0	0.00
1460	1,2,3,8	Partial and Full Rehab of Several Units within Paisano, Presidente, Rio Vista, Alta Loma	85,333.00	120,000.00	110,000.00	115,000.00	120,000.00	598,000.00
	1,2,3,8	Retile All Units using 1/8 Tile Product (sq yd)	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	25,000.00
1460	1,3	Upgrade units to be more energy efficient	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	25,000.00
1460	1,2,3,8	Replace GFCI's in All Projects	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	37,500.00
1460	1,2,3,8	Window coverings for all units	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	12,500.00
1460	1,2,3	Exterior Painting	12,000.00	25,000.00	25,000.00	25,000.00	25,000.00	112,000.00

	CFP 2003 Capital Fund Program Five Year Plan and Budget (cont)							
1460	**1,2,3,8**	Ceiling Fans, Energy Conservation Measures	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	25,000.00
1465.1	**1,3**	**Dwelling Equipment-A/C Units, New Vehicle for Maint.**	29,891.00	40,000.00	40,000.00	40,000.00	40,000.00	199,891.00
1470	**PHA-Wide**	**Nondwelling Structures: Remodel & Upgrades to Main Office and FIC Center**	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	75,000.00
1475	**PHA-Wide**	**Nondwelling Equipment-New Computers and Security System**	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	25,000.00
	Subtotal		**238,026.00**	**299,878.00**	**299,878.00**	**299,878.00**	**299,878.00**	**1,499,390.00**

ATTACHMENTS CONTINUE BELOW

Table Library

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

PHA Name: **Public Housing Authority of San Angelo, Texas**	**Grant Type and Number** Capital Fund Program: CFP Capital Fund Program Number: TX21P47050101 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2001**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 1)
☒ **Performance and Evaluation Report for Period Ending: 2001** ☐ **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	31,695.00	64,400.00	64,400.00	64,400.00
3	1408 Management Improvements	59,400.00	25,000.00	25,000.00	25,000.00
4	1410 Administration	0	15,000.00	15,000.00	15,000.00
5	1411 Audit	3,132.00	0	0	0
6	1415 liquidated Damages	0	0	0	0
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	0	5,000.00	0	0
10	1460 Dwelling Structures	25,000.00	92,295.00	85,395.00	25,700.00
11	1465.1 Dwelling Equipment—Nonexpendable	43,737.00	23,737.00	23,737.00	11,762.00
12	1470 Nondwelling Structures	155,154.00	44,676.00	25,676.00	0
13	1475 Nondwelling Equipment	3,990.00	52,000.00	21,686.00	0
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	322,108.00	322,108.00	260,894.00	141,862.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				

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

PHA Name: **Public Housing Authority of San Angelo, Texas**	**Grant Type and Number** Capital Fund Program: CFP Capital Fund Program Number: TX21P47050101 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2001**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 1)
☒ **Performance and Evaluation Report for Period Ending: 2001** ☐ **Final Performance and Evaluation Report**

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

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

PHA Name: Public Housing Authority of San Angelo, Texas	**Grant Type and Number** Capital Fund Program #: TX21P47050101 Capital Fund Program Replacement Housing Factor #:	**Federal FY of Grant:** 2001

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
TX470-01,	Operation	1406	N/A	31,695	64,400	64,400	64,400	completed
02,03,08								
	Management Improvements Computer	1408	N/A	59,400	25,000	25,000	25,000	completed
" "	upgrades, software,							
	DSL lines, Office Equipment,							
	Network of systems, printers training							

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

PHA Name: Public Housing Authority of San Angelo, Texas		**Grant Type and Number** Capital Fund Program #: TX21P47050101 Capital Fund Program Replacement Housing Factor #:				**Federal FY of Grant:** 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
" "	Add Maintenance Supervisor and clerk	1410	N/A	0	15,000	15,000	15,000	completed
	to administer the and oversee the							
	Capital Fund Program							
” “ “ “	Audit (Remove Audit Cost from CFP)	1411	N/A	3,132	0	0	0	Revised
“ “ “ “	Site-Sidewalk repairs	1450	Various	0	5,000	0	0	In Progress
“ “ “ “	Upgrade and rehab carpet, tile, door, cabinets and interior fixtures	1460	Various	0	49,145	42,245	32,600	In Progress
TX470- 08	Upgrade blown Insulation houses to bring up to a minimum of 12” in attics	1460	10	0	8,500	8,500	0	In progress
08	Exterior painting – replace damaged facia, prime, caulk, seal and paint.	1460	60	0	34,650	34,650	0	In progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) (page 3)
Part II: Supporting Pages

PHA Name: Public Housing Authority of San Angelo, Texas		**Grant Type and Number** Capital Fund Program #: TX21P47050101 Capital Fund Program Replacement Housing Factor #:				**Federal FY of Grant:** 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
TX470- 01, 02,	Dwelling Equipment – stoves,	1465	Numerous	43,737	23,737	23,737	11,762	In progress
03, 08	Refrigerators, furnaces, hot water							
	Heaters, A/C systems, garbage							
	disposals							
TX470- 01, 02	Non Dwelling structures	1470	N/A	155,154	44,676	4,500	0	In progress
03, 08	Exterior painting of the FIC							
	center							
“ “ “ “	Non-dwelling equipment-Office Furn	1475	N/A	3,990	52,000	36,591	0	In progress
	Vehicle, Tractor, Trailer-Computers							
	Total				322,108	260,894	109,175	

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

PHA Name: Public Housing Authority of San Angelo, Texas	**Grant Type and Number** Capital Fund Program #: TX121P47050101 Capital Fund Program Replacement Housing Factor #:	**Federal FY of Grant:** 2001

Development Number Name/HA-Wide Activities	All Fund Obligated (Quart Ending Date) 9/30/03			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TX470- 01, 02, 03, 08	9/30/03			9/30/04			No date changes needed just cost center changes

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

PHA Name: Housing Authority of San Angelo, Texas	Grant Type and Number Capital Fund Program Grant No: TXP21470501-03 Replacement Housing Factor Grant No:	Federal FY of Grant: FY 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	*23,802.00*			
3	1408 Management Improvements	*5,000.00*			
4	1410 Administration	*23,802.00*			
5	1411 Audit	*- 0 -*			
6	1415 Liquidated Damages	*- 0 -*			
7	1430 Fees and Costs	*2,000.00*			
8	1440 Site Acquisition	*- 0 -*			
9	1450 Site Improvement	*11,198.00*			
10	1460 Dwelling Structures	*122,333.00*			
11	1465.1 Dwelling Equipment—Nonexpendable	*29,891.00*			
12	1470 Nondwelling Structures	*15,000.00*			
13	1475 Nondwelling Equipment	*5,000.00*			
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)**	***238,026.00***			
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				

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

PHA Name: Housing Authority of San Angelo, Texas	Grant Type and Number Capital Fund Program Grant No: TXP21470501-03 Replacement Housing Factor Grant No:	Federal FY of Grant: FY 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
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Housing Authority of San Angelo		**Grant Type and Number** Capital Fund Program Grant No: TXP21470501-03 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
HA-WIDE EXP				Original	Revised	Funds Obligated	Funds Expended	
TX21P470-001, 002, 003, 008 PHA wide	**Operations**	1406	1	*23,026.00*				
	Management Improvements	1408	1	*5,000.00*				
" " " "	Software Upgrades							
001, 002, 003, 008	**Administrative Costs**	1410	1	*23,026.00*				
PHA wide	Maintenance Supervisor Salary, & Administrative for CFP							
	TOTAL ADMINISTRATIVE COSTS			**51,052.00**				
PHA Wide	**A&E Costs** – Architectural Costs for	1430	N/A	*2,000.00*				
	renovations of new office location							
001,002,003	**Site Improvements** Lighting, Sidewalk repairs, ramps for elderly sites.	1450	N/A	*11,198.00*				
PHA wide	**Dwelling Structures**	1460	N/A	*122,333.00*				
	Partial & full rehab to include weatherization, new windows, tile, paint, door seals, carpet, etc.							
TX21P470-001, 002, 003, 008 PHA WIDE	**Dwelling Equipment**	1465.1	N/A	*29,891.00*				
	Stoves, refrigerators, A/C units, New Vehicle for Maintenance							

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

PHA Name: Housing Authority of San Angelo		**Grant Type and Number** Capital Fund Program Grant No: TXP21470501-03 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
HA-WIDE EXP				Original	Revised	Funds Obligated	Funds Expended	
	TOTAL DEVELOPMENT COSTS			***165,422.00***				
PHA WIDE	Nondwelling Structures	1470	N/A	*15,000.00*				
TX21P470-001	Remodel and renovations at New Central	1470						
002,003,008	Office and Upgrades to FIC Center							
PHA WIDE								
PHA WIDE	**Nondwelling Equipment**	1475	N/A	*5,000.00*				
	New computer & Security system for							
	Central Office							
	TOTAL NONDEVELOPMENT COSTS			***20,000.00***				
	GRAND TOTALS			***238,026.00***				

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

PHA Name: Housing Authority of San Angelo, Texas	**Grant Type and Number** Capital Fund Program No: TXP21470501-03 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 - TX21P470-001, 002, 003, 008	09/30/05			09/30/06			

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

PHA Name: Housing Authority of San Angelo, Texas	Grant Type and Number Capital Fund Program Grant No: TXP21470501-02 Replacement Housing Factor Grant No:	Federal FY of Grant: FY 2002

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 1)
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	*100,000.00*	*100,000.00*	*100,000.00*	*100,000.00*
3	1408 Management Improvements	*19,900.00*	*9,800.00*	*0*	*0*
4	1410 Administration	*25,000.00*	*25,000.00*	*0*	*0*
5	1411 Audit	*0*	*0*	*0*	*0*
6	1415 Liquidated Damages	*0*	*0*	*0*	*0*
7	1430 Fees and Costs	*0*	*0*	*0*	*0*
8	1440 Site Acquisition	*0*	*0*	*0*	*0*
9	1450 Site Improvement	*0*	*5,000.00*	*0*	*0*
10	1460 Dwelling Structures	*84,978.00*	*90,078.00*	*0*	*0*
11	1465.1 Dwelling Equipment—Nonexpendable	*20,000.00*	*20,000.00*	*0*	*0*
12	1470 Nondwelling Structures	*35,000.00*	*35,000.00*	*0*	*0*
13	1475 Nondwelling Equipment	*15,000.00*	*15,000.00*	*0*	*0*
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)**	***299,878.00***	***299,878.00***	***100,000.00***	***100,000.00***
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				

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

PHA Name: Housing Authority of San Angelo, Texas	Grant Type and Number Capital Fund Program Grant No: TXP21470501-02 Replacement Housing Factor Grant No:	Federal FY of Grant: FY 2002

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 1)
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Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Housing Authority of San Angelo		**Grant Type and Number** Capital Fund Program Grant No: TXP21470501-02 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
HA-WIDE EXP				Original	Revised	Funds Obligated	Funds Expended	
TX21P470-001, 002, 003, 008 PHA wide	**Operations**	1406	N/A	*100,000.00*	*100,000.00*	*100,000.00*	*100,000.00*	*Complete*
	Management Improvements	1408	N/A	*19,900.00*	*9,800.00*	*0*	*0*	*In Progress*
" " " "	Computer Network & software installation-new office							
001, 002, 003, 008	**Administrative Costs**	1410	N/A	*25,000.00*	*25,000.00*	*0*	*0*	*In Progress*
PHA wide	Maintenance Supervisor Salary, & Administrative for CFP							
	TOTAL ADMINISTRATIVE COSTS				**134,800.00**			
002	**Site Improvements**	1450	N/A		*5,000.00*	*0*	-	*In Progress*
001, 003	Lighting, Sidewalk repairs, ramps for elderly sites.							
PHA wide	**Dwelling Structures**	1460	25	*84,978.00*	*90,078*	*0*	-	*In Progress*
	Partial & full rehab to include weatherization, new windows, tile, paint, door seals, carpet, etc.							
TX21P470-001, 002, 003, 008 PHA WIDE	**Dwelling Equipment**	1465.1	N/A	*20,000.00*	*20,000.00*	-	-	*In Bid Stage*
	Stoves, refrigerators, A/C units, New Vehicle for Maintenance							

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

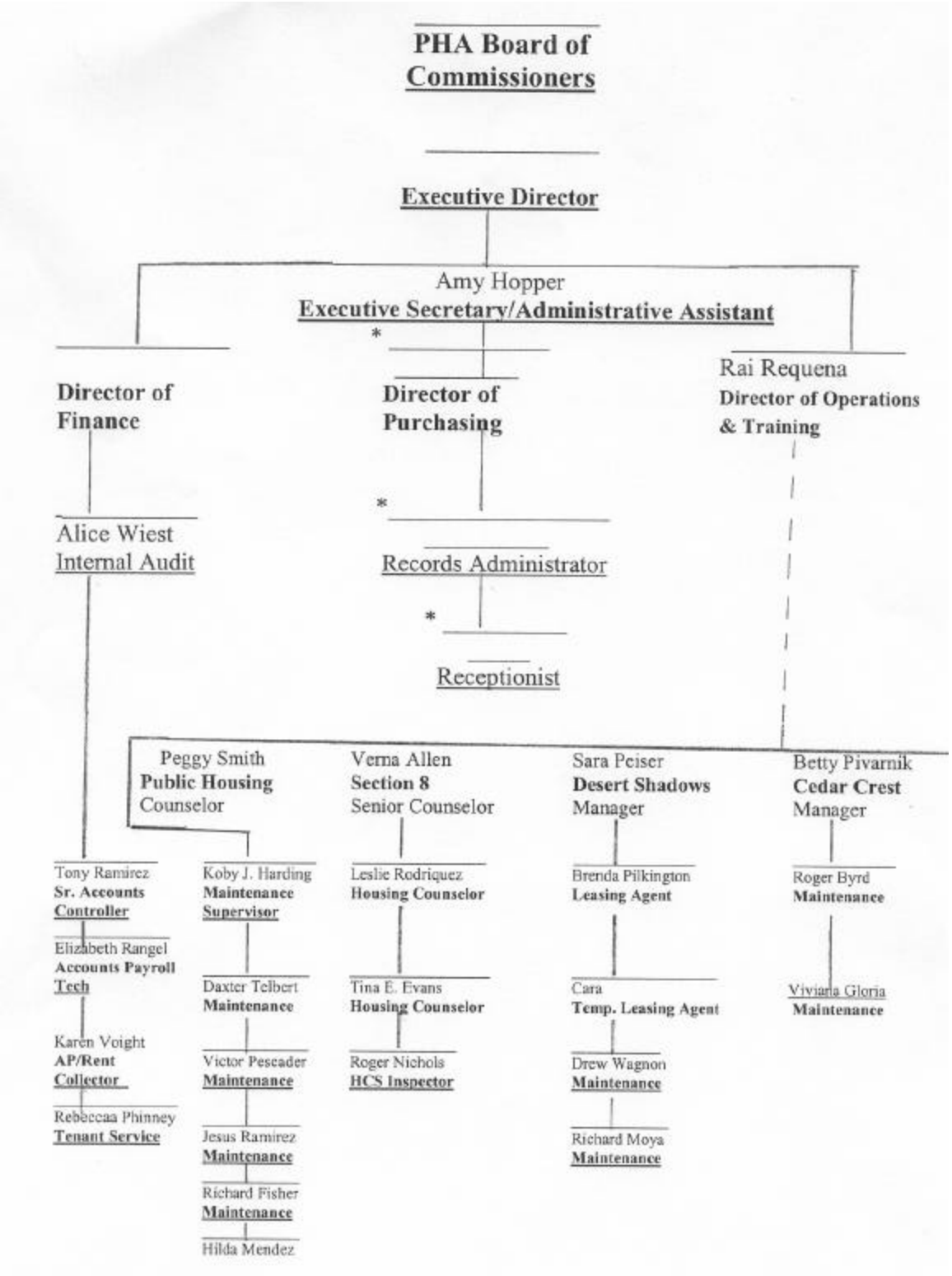
PHA Name: Housing Authority of San Angelo		**Grant Type and Number** Capital Fund Program Grant No: TXP21470501-02 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
HA-WIDE EXP				Original	Revised	Funds Obligated	Funds Expended	
	TOTAL DEVELOPMENT COSTS				***115,078.00***			
PHA WIDE	Nondwelling Structures	1470	N/A	*35,000.00*	35,000.00	0	-	In Progress
TX21P470-001	Remodel and renovations at New Central	1470						
002,003,008	Office and Upgrades to FIC Center							
PHA WIDE								
PHA WIDE	**Nondwelling Equipment**	1475	N/A	*15,000.00*	15,000.00	0	0	In Bid Stage
	New computer & Security system for							
	Central Office							
	TOTAL NONDEVELOPMENT COSTS				***50,000.00***			
	GRAND TOTALS			***299,878.00***	***299,878.00***	***100,000.00***	***100,000.00***	

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

PHA Name: Housing Authority of San Angelo, Texas	**Grant Type and Number** Capital Fund Program No: TXP21470501-02 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 - TX21P470-001, 002, 003, 008	09/30/04			09/30/05			

Organizational Chart



SECTION 8 ADMINISTRATIVE PLAN
OF
THE PUBLIC HOUSING AUTHORITY
OF SAN ANGELO, TEXAS

YEAR 2001

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ADMINISTRATIVE PLAN

1.0 INTRODUCTION

A. The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Amendment of 1981.

B. Administration of the Section 8 Housing Program and the functions and responsibilities of the staff shall be in compliance with the Personnel Policy of the PHA, and the Section 8 Existing Procedures Manual. All Federal, State and local housing laws will be followed and the Public Housing Authority (PHA) will comply with the Housing Assistance Plans and Fair Housing Regulations.

C. HUD insures that housing agencies address special policies concerning special housing types in the program (E.g., use of shared housing).

2.0 PROGRAM OPERATIONS

The PHA's overall plan for the Section 8 Existing Program is designed to achieve four major objectives:

A. As much as possible, within program restrictions, to encourage freedom of housing choice and spatial deconcentration for assisted housing into areas outside of those in which very low income and minority households are concentrated.

B. To provide safe, decent, and sanitary living conditions for very low-income families while maintaining their payments at an affordable level.

C. To provide an incentive to private property owners to rent to very-low-income families by offering timely assistance payments.

D. To provide guidance in the administration of the programs in compliance with HUD requirements, including maintaining well organized and completes records and facilitating HUD's monitoring and review of Housing program.

3.0 STAFF AND DUTIES:

The PHA is responsible for the operations of the Section 8 Existing Voucher Programs including Family Unification Program, the Mainstream program, the Family Self-Sufficiency program and the Public Housing Drug Elimination program. It is headed by the Executive Director who is responsible for administration of the programs with the assistance of PHA staff. The Staff duties of the Section 8 Housing Department consists of the following:

3.1 Housing Program Manager; The Housing Program Manager will administer housing management procedures over HUD-assisted housing programs. Assist in oversight of rental property management, budget, accounts, maintenance, data management, and reports to Housing Director or Assistant Director. Prepare and maintain various reports, administrative files, records, and charts. Reviews and monitors tenant waiting lists and tenant applications to ensure compliance with HUD regulations. Assist in the administration of project management and related tasks. Contacts and responds to inquiries from rental property owners, their representatives, real estate agents, various agencies and/or prospective tenants to fully explain the PHA programs.

3.2 Housing Counselors: The Housing Counselors will perform the role of principal advisor and investigator for the applicant to achieve certification. He/She will establish contacts with local private organizations, Federal/State and local governmental agencies, and maintain contact with certified families to assist in finding rental housing and perform follow-up income verifications. Complete information briefings with tenants/landlords, and explain the screening/selection process. On a day-to-day basis Housing Counselors will stay informed of housing market conditions with respect of Utility fluctuations, Fair Market Rent and De-concentration of census track areas. Will assist families/landlords in completing official HUD/PHA forms and give eligible families helpful hints in what to look for in a safe, sanitary, decent house. Inform all tenants and landlords on lead based paint in the home.

3.3 Housing Inspector**:** The Housing Inspector ensures that units rented under the Section 8 Existing Housing Programs meet minimum Housing Quality Standards (both federal and local). The inspector will conduct all move-in, annual, and special inspections as required. For units that fail to meet standards, the inspector will advise landlords and tenants (as applicable) of corrective repair action required and will re-inspect those units to verify the action/repairs have been completed. The Housing Inspector will inform Landlords on procedures and policies to follow concerning Lead-based paint in the home.

3.4 FSS Program Coordinator: He/She will be responsible in the planning, preparing reports, and monitoring compliance with the stated objectives of the individual and FSS Action Plan. Advertise HUD/Housing program and actively seek increase enrollment. Provide counseling, training and educational opportunities to FSS

participants leading to economic independence. Link with community-based organizations to provide self-sufficiency models for low income residents; support/encourage the development of and agency-wide Resident Council & Resident Advisory committee; secure & increase available resources for the housing development residents and Section 8 participants; attend and/or coordinate community activities, prepare publications to keep residents informed of upcoming activities, available services and other pertinent information; act as an advocate for residents with the housing authority, law enforcement & the larger community; & provide life enhancement services through coordination of a variety of service providers. He/She is also responsible in pursuing funding opportunities through federal grant applications, fund raising, and grant writing.

3.5 Office Assistant/File Clerk: The Office Assistant takes applications for the various PHA assistance programs, assists with completion of housing assistance and voucher contracts, and performs other clerical duties as needed to assist in completing and maintaining current tenant information in the files.

3.6 Accounting Technician**:** The Accounting Technician is responsible for the maintenance of accurate and complete PHA financial records. He/she performs related work as required. Performs specialized accounting duties such as posting cash receipts and disbursement to journals; preparing and posting journal vouchers for various grants; balancing general ledgers, verifying financial reports, accounts receivable, and contracts with general ledger; and, closing books at the end of each month. Deposits all financial receipts from various PHA departments. Prepares monthly financial statement on all PHA funds. Prepares payroll and provides guidance and direction on non-routine situations. Assists in the preparation of the PHA's Section 8 budget package; compiles data on worksheets. Inventories PHA non-expendable property on a regular scheduled basis.

4.0 OUTREACH TO FAMILIES AND OWNERS

The PHA will publicize and disseminate information as needed concerning the availability and nature of Section 8 housing assistance for low-income families and issue public invitations to owners to make dwelling units available for leasing by eligible families.

4.1 Media to be used

a. San Angelo Standard-Times local newspaper and the local Bronte newspaper.

b. Other suitable means to be used to publicize programs: Informational fliers and pamphlets will be distributed to, or provided at area minority and non-minority churches, civic organizations, senior citizens group, Mental Health Mental Retardation Center, Court House, City Hall, Post Office, the PHA office and public or private service organizations.

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

2 Owners/Landlords

The Public Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings will be conducted in association with the San Angelo property owners/renters' association. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

A. Explain how the program works

B. Explain how the program benefits owners

C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Public Housing Authority helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Public Housing Authority staff.

E. The Housing Staff of the PHA will make personal contact in the form of formal or informal discussions at meetings with private property owners, property managers and real estate agencies where rents are possibly within reach of the Fair Market Rents. The Public Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Program requirements are explained and printed material is offered to acquaint the Owner/manager with the rates and regulations, and opportunities available under the programs.

F. The PHA maintains a list of interested landlords with properties they wish to make available for the Section 8 Program. The PHA updates this list at least monthly and provides the list(s) to interested families.

5.0 ELIGIBILITY FOR ADMISSION

5.1 Introduction

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant

criteria as determined in accordance with 24 CFR part 5., provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Public Housing Authority screening criteria in order to be admitted to the Section 8 Program.

5.2 Determination of Eligibility Criteria

A. Family status as defined in 24 CFR Section 812.2 (d),

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
    a. Children temporarily absent from the home due to placement in foster care are considered family members.

    b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

    c. A single, or pregnant women with “no other Children" or any other group or single person referred to in 982.201(c) (1), (2), (3), and (4) (i) (ii), (iii) and (iv).

2. An **elderly family**, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

    b. Two or more persons who are at least 62 years of age living together; or

    c. One or more persons who are at least 62 years of age living with one or more live-in aides

3. A **disabled family**, which is:

    a. A family whose head, spouse, or sole member is a person with disabilities;

    b. Two or more persons with disabilities living together; or

    c. One or more persons with disabilities living with one or more live-in aides.

4. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

5. A **remaining member of a tenant family**.

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

5.3 Income-Eligibility

A. Family income must fall within the applicable income limits for this area as published by the Department of Housing and Urban Development.

B. Families whose Total Tenant Rent, which has been computed in accordance with the Federal Regulations, does not exceed the current Fair Market rent as set by HUD for the family's eligible unit size in the Region or for families whose minimum rent does not exceed the allowable voucher payment.

C. Family must have paid any known outstanding debt to any PHA on any previous tenancy or entered into a repayment agreement with the PHA. A repayment agreement will be offered to the family not to exceed a twelve (12) month time span. If the family does not make timely payments their assistance will terminate.

D. Family must have left any previous tenancy under the Section 8 Program in good standing and not in violation of their previous voucher. Families who left without giving the proper notice of said move but did not owe the PHA may be considered a family in good standing if the unit was left reasonably cleaned and undamaged.

E. Must meet the criteria pursuant to the One Strike Policy

4 Income-targeting

A. Not less than 75 percent of the families admitted to a PHA's tenant-based voucher program during the PHA fiscal year from the PHA waiting list shall be extremely low-income family. Annual income of such families shall be verified within the 60 days before the PHA issues a Voucher to the applicant.

B. If a family initially leases a unit outside the PHA jurisdiction under portability procedures at admission to the voucher program on or after the merger date,

such admission shall be counted against the targeting obligation of the initial PHA (unless the receiving PHA absorbs the portable family into the receiving PHA voucher program from the point of admission).

C. The annual income (gross income) of an applicant family is used both for determination of income-eligibility and for targeting.

D. The applicable income limit for issuance of a Voucher when a family is selected for the program is the highest income limit **(for the family size**) for areas in the PHA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. At admission, the family may only use the voucher to rent a unit in an area where the family is income eligible.

E. A statistical report is prepared by the Section 8 staff to insure that the very low-income requirement is met, and that the number of vouchers issued does not exceed the monies allocated.

5.5 Decision to deny assistance

A. Notice to applicant. The PHA will give an applicant prompt written notice of a decision denying admission to the program (including a decision that the applicant is not eligible, or denying assistance for other reasons). The notice will give a brief statement of the reasons for the decision. The notice will also state that the applicant may request an informal review of the decision, and state how to arrange for the informal review.

B. For a description of the grounds for denying assistance because of action or inaction by the applicant, see § 982.552(b) and (c) (requirement and authority to deny admission) and § 982.553(a) (crime by family members). A few examples for denial are listed

1. Does not meet Federal income guidelines

2. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative Federal, State or local housing assistance program.

3. If any member of the family has ever been evicted from public housing.

4. If a Housing Agency have ever terminated assistance under the voucher program for any member of the family.

5. If the family currently owes rent or other amounts to the PHA or to another Housing Agency in connection with Section 8 or public housing assistance under the 1937 Act.

6. If the family has not reimbursed any Housing Agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owned by the family under the lease.

7. If the family breaches an agreement with the PHA to pay amounts owed to any Housing Agency, or amounts paid to an owner by a Housing Agency, (the PHA, at its discretion, may offer a family the opportunity to enter into an agreement to pay amounts owed to a Housing Agency or amounts paid to an owner by a Housing Agency. The PHA will prescribe the terms of the agreement

8. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

9. If a family or family member violated the "One Strike Policy".

6.0 TAKING OF APPLICATION, PREFERENCES

1. Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during the following business hours and days **(08:30am – 11:30am - Tuesday, Wednesday, & Thursday)** at: **(115 WEST 1ST STREET, SAN ANGELO, TEXAS)**

2. Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Public Housing Authority jurisdiction, the Public Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

3. Applicants determined to meet eligibility requirements are placed upon a waiting list. If an applicant is determined to be ineligible, the PHA will send written notice to the applicant stating the reason or reasons for this determination. Ineligible applicants will be granted the opportunity for an informal review (refer to XIV).

4. Applicants are required to come in person to the PHA once every six months with their renewal card to indicate continued interest in rental assistance by renewing their application. This renewal action must be done on or four days before the renewal date listed on their renewal card. Applicants must promptly advise the PHA of any address changes or changes in family composition. Such changes must be reported in person to the PHA by the head of the household with the family's renewal card. No telephone queries or corrections to application information will be accepted

by the PHA staff, except for families whose heads of household are disabled or handicapped to a degree where they cannot travel from their homes to the PHA without another person's assistance. In this case, a note will be made on the waiting list that will include the family's name, Social Security number, address, date of application, and date of birth. These families will be allowed to inquire about their application and to make corrections to their application information by telephone. Office staff receiving such calls will ask the caller for his or her Social Security number or other significant identifying information before revealing the applicant's current status on the waiting list.

5. When the waiting list is open, completed applications will be accepted from all applicants. The Public Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

6. Applications may be made in person at the **(Public Housing Authority of San Angelo, West 1st Street, San Angelo, Texas)** on **(Tuesday, Wednesday, and Thursday in the Main Housing Office, from 08:00a.m to 11:30 p.m.).** Applications will be mailed to interested families upon request**.**

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

8. Persons with disabilities who require a reasonable accommodation in completing an application may call the Public Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(915-481-2508)**.

9. The application process will involve two phases. The first phase is the initial filling out the application for housing assistance. The application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This results in the family's placement on the waiting list only.

10. Upon receipt of the families pre-application, the Public Housing Authority will make a preliminary determination of eligibility. The PHA will give the family a card and be placed on the waiting list according to date and time. If the Public Housing Authority determines the family to be ineligible due to income or other factor, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

11. An applicant may at any time report changes in their applicant status including

changes in family composition, income, address change, or preference factors. The Public Housing Authority will annotate the applicant's file and will update their place on the waiting list.

12. The full application takes place when the family nears the top of the waiting list. Those at the top of the list will be mailed letters of notification. The Public Housing Authority will ensure that verification of all preferences, eligible, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

13. The PHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to receive a Voucher within 12 months. This action is taken only after public announcement by the agency and is effective as of the date stated in such announcements. Any re-opening of the list is done in accordance with the HUD requirements as outlined in 24 CFR Section 982.206, any waiver to Section 982.206 that HUD may have granted for special allocations through memorandum and notice from the HUD Office. The Application for the Section 8 existing program is utilized for the Housing Choice Voucher Program, the Family Unification Program and the Mainstream program. Qualified Section 8 applicants must complete a separate Family Self-Sufficiency application for entry into that program.

14. Effective January 26, 1996 (the date of enactment of the Continuing Resolution), Housing Authorities were no longer required to select families from their waiting list using federal preferences. Housing Authorities are no longer required to provide public housing residents a selection preference for Section 8 Rental Assistance on prior federal preference status.

6.1 Organization of the Waiting List

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

A. The application will be a permanent file;

B. All applications will be maintained in order of preference if any and then in order of date and time of application;

C. Any contact between the Public Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

6.2 Briefing for Home Choice Vouchers

A. When a family appears to be nearing the top 25 vouchers of the waiting list, the family will be sent a letter with a date and time for an interview & briefing. At that time the PHA Counselors will explain the Housing program to the applicant and the verification process will begin. Signatures for various forms will be taken, to include background checks and housing packets given out. The Public Housing Authority must notify the family of its finding and determination, and give the family the opportunity for an informal review.

B. Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

6.3 Missed Appointments for Briefing

A. All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial and the applicant will have to re-apply and fill out a new application.

B. The Public Housing Authority will allow the family to reschedule appointments for good cause, such as hospitalization. Any other cause for rescheduling will be at the Executive Director's discretion. When a good cause exists, the Public Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

6.4 Purging the Waiting List

The Public Housing Authority will update and purge its waiting list at least semi-annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

6.5 Removal of Applicants From the Waiting List

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

A. The applicant requests that the name be removed

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

C. The applicant does not meet either the eligibility or screening criteria for the program

D. The applicant fails to update their application before the end of six months while on the waiting list.

6.6 Grounds for Denial

The Public Housing Authority will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria

B. Do not supply information or documentation required by the application process

C. Fail to respond to a written request for information or a request to declare their continued interest in the program

D. Fail to complete any aspect of the application or lease-up process

E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.

F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.

G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

H. Have a family member who was evicted from public housing within the last three years

I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity

involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Public Housing Authority may waive this requirement if:

1. The person demonstrates to the Public Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol

2. The person has successfully completed a supervised drug or alcohol rehabilitation program

3. The person has otherwise been rehabilitated successfully; or

4. The person is participating in a supervised drug or alcohol rehabilitation program.

K. Have engaged in or threatened abusive or violent behavior towards any Public Housing staff or residents

L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years

M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life)

N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

6.7 Notification of Negative Actions

The Public Housing Authority, in writing, will notify any applicant whose name is being removed from the waiting list that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Public Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Public Housing

Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Public Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

6.8 Informal Review

If the Public Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Public Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Public Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

7.0 VOUCHER PROGRAMS AVAILABLE

For the purpose of offering rental assistances the PHA shall consider the two special voucher programs and the Housing Choice Voucher program for eligibility, they are:

a. Family Unification Program
b. Mainstream Program
c. Housing Choice Program

An applicant eligible under the special vouchers program can be given immediate assistance to include individual or group briefings if special vouchers are available. The Housing Counselors will coordinate time and date of individual or group briefings.

7.1 Family Unification Program (FUP)

The selection of families to participate in the Family Unification Program (FUP) will be done in the following manner:

(i) Referrals from the public child welfare agency or other servicing agency

(ii) When new FUP vouchers are provided by HUD, a review of the current waiting list will be done to notify families or head-of-household of available vouchers for eligibility into the program.

(iii) Families applying for the Family Unification Program must be certified by a Public Child Welfare agency caseworker or other certified agency as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child or children in out-of-home care, or in the delay of discharge of a child

or children to the family from out-of-home care.

(iv) Families referred by the public child welfare agency - in this case the ICD Family Shelter - for participation in the Family Unification Program must meet the Section 8 eligibility requirements.

(v) Voucher assistance for a family participating in the Family Unification Program that has been terminated will be issued to another Family Unification eligible family.

7.2 Mainstream Vouchers

The selection of families to participate in the Mainstream Program will be done in the following manner:

(i) Referrals from a public agency serving the disabled or other servicing agency.

(ii) When new Mainstream Vouchers become available from HUD, a public notice in newspapers of general circulation will be issued and

(iii) A review of the current waiting list of families who have a disabled person or is disabled, followed by a mailing to those families or person.

(iv) Families or person applying under the Mainstream Program must be certified disabled by federal standards, e.g., SSI., or other certified medical documentation.

Definition: Disabled Family. A family whose head, spouse, or sole member is a person with disabilities. The term ‘‘disabled family’’ may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more live-in aides. A disabled family may include a person with disabilities who is elderly. *(Note: This definition applies to the approximately $50.25 million in five-year budget authority available under the Mainstream Program, as well as to any one-year budget authority that may be available. This definition shall be modified, however, to be limited solely to non-elderly disabled families (families whose head, spouse or sole member is disabled and under the age of 62)* regarding any funding available and awarded from the approximately $40 million in FY 2000 for designated housing allocation plans, or in connection with certain Section 8 project-based developments or certain section 202, section 221(d)(3) or section 236 developments.

1. Person with disabilities. A person who—

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

(b) Is determined to have a physical, mental or emotional impairment that:

i. Is expected to be of long-continued and indefinite duration;

ii. Substantially impedes his or her ability to live independently; and

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

(c) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).

The term ‘‘person with disabilities’’ does not exclude persons who have the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome (HIV).

Note: While the above definition of a ‘‘person with disabilities’’ is to be used for purposes of determining a family’s eligibility for a Section 8 voucher under this announcement, the definition of a person with disabilities contained in section 504 of the Rehabilitation Act of 1973 and its implementing regulations must be used for purposes of reasonable accommodations.) No individual shall be considered a person with disabilities for the purpose of determining eligibility solely on the basis of any drug or alcohol dependence.

2. Families or person referred by an agency for participation in the Mainstream Program must meet the Section 8 eligibility requirements.

3. The Mainstream voucher issued to a family that has been terminated from the program will be issued to another eligible family in the Mainstream program.

8.0 VERIFICATION OF INCOME; DETERMINATION OF TOTAL TENANT PAYMENT

A. The family must supply any information that the PHA or HUD determines is necessary in the administration of the program.

B. The PHA verifies family income, family composition, and status of full-time students, value of assets, factors allowing a selection and other factors relating to eligibility determinations before an applicant is issued a Voucher. In as much as possible, third-party (independent) verifications sent by mail or phone-ins are used. If third-party verification is impossible the PHA utilizes those methods described in Chapter 4, Handbook 7420.7 Public Agency Administration Practices Handbook for the Section 8 Housing Choice Program to pursue verification. Hand-carried

documentation will be accepted if the Housing Authority has been unable to obtain third party verification in a four-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

8.1 Determination of Family Income

To determine annual income, the Public Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Public Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

8.2 Income, Exclusions From Income, Deductions From Income

A. The Total Tenant Payment is calculated in accordance with statutory requirements and within HUD guidelines.

B. **40% Rent Burden**: In accordance with 24 CFR § 982.508, at the time a PHA approves a tenancy for initial occupancy AND the gross rent exceeds the payment standard, the family share must not exceed 40 percent of the family's adjusted monthly income.

C. Definitions in accordance with 24 CFR § 982.4:

- Family share = The portion of rent paid by the family plus utility allowance
- Gross rent = the sum of the rent to owner plus any utility allowance.

D. Family share of rent is calculated (in accordance with 24 CFR § 982.515 by subtracting the amount of the housing assistance payment from the gross rent.

D. Housing Counselors and the Accounts Controller complete a quality control check of at least 10% of all files to ensure Total Tenant Payment and rent calculations are correct.

8.3 Income

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination

effective date; and

3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

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

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

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However,

lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

      i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

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

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

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

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

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.0 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment - The total tenant payment is equal to the highest of:

1. 10% of monthly income

2. 30% of adjusted monthly income

3. Minimum rent

4. The welfare rent plus any rent above the payment standard.

B. Minimum Rent.

The Public Housing Authority has set the minimum rent as $ 50.00. However, if the family requests a hardship exemption, the Public Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary of long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

b. When the family would be evicted as a result of the imposition of the minimum rent requirement;

c. When the income of the family has decreased because of changed circumstances, including loss of employment;

d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

e. When a death has occurred in the family.

2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

3. Temporary hardship. If the Housing Authority determines that

there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

9.1 Exclusions From Income (24 CFR Part 5.609(c))

Annual income does not include the following:

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

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

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

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

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, security patrol, site maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions also include:

a. The value of the allotment of food stamps

b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

c. Payments received under the Alaska Native Claims Settlement Act

d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes

e. Payments made under HHS's Low-Income Energy Assistance Program

f. Payments received under the Workforce Investment Act of 1998, for participant programs (29 U.S.C. 2931)

g. Amount of scholarships awarded under Title IV including Work-Study

h. Payments received under the Older Americans Act of 1965

i. Payments from Agent Orange Settlement

j. The value of childcare under the Child Care and Development Block Grant Act of 1990

k. Earned income tax credit refund payments

l. Earnings, Allowances, Payments for living expenses under the AmeriCorps Program (42 U.S.C. 12637(d))

m. Any amount of crime victim compensation (under the Victims of Crime Act)

n. Any Allowances paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)

o. Payments by Indian Claims Commission the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)

10.0 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

10.1 Verification

The Public Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.2 Acceptable Methods of Verification

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

B. Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by

telephone. It may also be a report generated by a request from the Public Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

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

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

10.3 Types of verification

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

Verification Requirements for Individual Items

Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A

Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree

Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

10.4 Verification of Citizenship or Eligible Noncitizen Status

A. The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

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

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

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

E. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members, and the head of the household must sign the list.

F. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

H. If no family member is determined to be eligible under this Section, the family's admission will be denied.

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

J. If the Public Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination

10.5 Timing of Verification

A. Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

B. When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 Frequency of Obtaining Verification

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

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

11.0 BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

1. A Section 8 staff member(s) present an informational briefing to Voucher holders on a group basis. Applicants are given an opportunity to ask questions and are requested to sign their Voucher. The applicant is provided with the following:

2. A Voucher holders packet contains those items required by Section 982.301 of the Regulations, a general information brochure explaining the basics of the rental programs for landlord use, a copy of utility allowance schedule, applicant lead base paint brochure, a current list of interested landlords (at request), a list of participating apartment complexes and their address, a discrimination complaint form and any supplemental material the PHA may deem necessary, (Landlord/Tenant Law).

3. The PHA will advise the family of their policy on providing the family's current address to the prospective landlord.

4. Information on Security Deposit regulations which shall reflect that the owner, at their discretion, may collect a Security Deposit of not more than one month's rent and/or not so high as to preclude participation in the program. The Security Deposit, if the tenant is leasing-in-place, may remain at whatever the deposit was originally when initially collected by the owner.

5. Collection of the Security Deposit and any special terms provided for the payment of the deposit shall be between Owner and Tenant. The PHA shall provide the Tenant with any information it may have with regard to community agencies that may assist with security deposits.

6. The PHA shall allow voucher families to move to another locality and continue their rental assistance under the Housing Voucher Program, so long as there is a receiving PHA in the new locality willing to provide the required program services at a fee approved by HUD. In the case where there is no agency within the state of jurisdiction to which the family desires to move, the PHA will administer the voucher from its current programs. The PHA will limit the number of families holding a voucher who wishes to move based on PHA monetary allocations.

7. Information explaining the process for establishing and revising payment standards and affordable adjustments.

8. Information shall be included in the voucher holder's packet to explain that rents are not restricted by the Fair Market Rents of the Existing Program and of the Tenant's responsibilities regarding increased rent payments when they elect to rent a property

where the rent is more than the combined total of the voucher payment allowed and their basic or minimum payment.

9. Voucher holders are notified at their briefing session that the PHA updates the listing of available housing and that they are invited to pick up the updated list from the office. Additional assistance is provided as needed upon request.
10. A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher.

11. Extensions, not to exceed an additional 60 days, are permissible at the discretion of the PHA primarily for three reasons:

12. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial 60-day period. Verification would be required.

13. The family has evidenced that they have made a consistent effort to locate a unit and requested support services from the PHA, throughout the initial 60-day period with regard to their inability to locate a unit.

14. After the family has been issued a voucher they will be required to bring **one** "Request For Lease Approval" to the PHA Housing Counselors each week during the sixty day period to verify their search for a housing unit. Failure to bring in at least one Request For Lease Approval per week can be justification to deny extension of a 60-day housing search period if there are no extenuating circumstances.

15. Management makes a recommendation for approval or disapproval and determines time period for recommended extension. The file is returned to the appropriate PHA staff for processing of proper reply to the client.

16. The appropriate PHA staff notifies family seeking an extension by either sending an approval of extension form or termination of voucher. In no event shall the voucher be extended beyond the maximum time limits permissible under HUD regulations.

17. <u>For the existing Program</u>: The PHA enters on the Voucher, the smallest unit size consistent with HUD Regulations as indicated in Handbook 7420.7, and the requirements of the minimum Housing Quality Standards, which require no more than two persons per sleeping/living room and that persons of opposite sex, other than infants or husband and wife, are not required to share a sleeping/living room.

18. <u>Unit Size Determination</u>: To determine how many bedrooms a household should have, the PHA must get an accurate count of family members expected to reside in said unit.

19. Typical unit recommendations are listed is as follows:

VOUCHER SIZE	MIN # OF PERSONS IN HOUSEHOLD	MAX # OF PERSONS IN HOUSEHOLD
0BR	1	2
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5-6BR	5-6	10-12

20. However, exceptions may be made and a larger voucher size may be issued under the following circumstances.

A. Current policies of most apartment complexes within the Region require two bedroom units for a two-member family other than husband and wife, or parent and infant child. For this reason, the PHA issues original voucher holders a two-bedroom voucher if their family consists solely of parent and one child. For an increase to a larger voucher the applicant would have to meet the criteria under “2-3” below.

B. Medical reasons requiring a family member to have a separate bedroom.

C. Special circumstances regarding relationship, age, sex or handicap if need is requested by family, properly documented and verified.

D. In addition, HUD requires a count of "anticipated children". HUD gives the following examples of anticipated children:

- Unborn children--count a pregnant woman as two people;
- A child in the process of being adopted by a household member;
- A child whose custody a household member is seeking;
- A child subject to a joint custody agreement who'll live in the unit "at least 50% of the time"—but don't count a child who'll live in the unit only on weekends;
- A foster child; and
- A child who is temporarily absent from the household because he or she lives in a foster home.

Note: Thought the count of anticipated children is for unit size, it is not necessary to count them as household for the purpose of calculating income limits or determining rent and eligibility.

12.0 PORTABILITY

A. Voucher holders and participants will be informed of the portability option during the briefing and re-examination sessions.

B. An Applicant who holds an unexpired current voucher of the issuing PHA is eligible for portability anywhere in the United States, even if the issuing PHA has not executed an assistance contract on behalf of the family.

C. A family that applies with the San Angelo Housing Authority and who does not reside in Tom Green County or the City of Bronte, Coke County when issued a Voucher from the Housing Authority must live in Tom Green County or Coke County for one year when housed on the Voucher Program.

D. Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the PHA allow a participant to improperly break a lease. Under extraordinary circumstances the PHA may consider allowing more than one move in a 12-month period.

E. If a family has moved out of their assisted unit in violation of the lease, the PHA will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

F. A PHA with a Voucher program into whose jurisdiction the family moves (receiving PHA) with assistance under the portability statute must assume the responsibilities of the issuing PHA toward the family. The receiving PHA may either bill the issuing PHA for the HAP on behalf of the family or may provide assistance to the family utilizing funding under the ACC from its own or voucher program.

G. If no PHA with a Voucher program has jurisdiction under state law for the area where the dwelling unit is located to which the family moves under statutory portability, the issuing PHA must fulfill the PHA responsibilities under the voucher program, and must provide assistance to the family at the new dwelling unit. In such cases, the issuing PHA may administer the assistance directly or may subcontract with another PHA in the immediate vicinity, or otherwise

subcontract administration of the PHA responsibilities. For this purpose, Federal law overrides state law limitations of PHA jurisdiction and permits the issuing PHA to administer outside its normal state law jurisdiction or out of state.

12.1 Portability: Administration by Receiving Housing Authority

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

12.2 Portability Procedures

A. When the Public Housing Authority is the Initial Housing Authority:

1. The Public Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. The Public Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. The Public Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.

B. The Public Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.

C. The Public Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

D. When the Public Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Public Housing

Authority, the Public Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Public Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.

2. The Public Housing Authority will issue a voucher to the family. The term of the Public Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Public Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Public Housing Authority during the term of the Public Housing Authority's voucher.

3. The Public Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Public Housing Authority's subsidy standards.

4. The Public Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

5. If the Public Housing Authority opts to conduct a new reexamination, the Public Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

6. In order to provide tenant-based assistance for portable families, the Public Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Public Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

A. Absorption by the Public Housing Authority

1. Due to limited funding resources, the PHA will administer incoming Vouchers. There will not be any absorption of vouchers under portability, unless specified in a Memorandum of Agreement between participating PHAs. The family will be issued a Portability Voucher.

2. The PHA will absorb the voucher into their own program by issuing a

Voucher out of their own allocation as soon as available. If a Voucher is not immediately available, the PHA will administer the Initial PHA's Voucher until one becomes available.

F. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

a. As the Initial Housing Authority, the Public Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

G. When a Portable Family Moves

H. When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

13.0 HOUSING QUALITY STANDARDS AND INSPECTIONS

13.1 Overview

HUD to define minimum requirements relating to the habitability and safety of all units receiving housing assistance payments has established housing Quality Standards (HQS) for the Section 8 Housing Choice Voucher Programs. The Housing Authority of San Angelo adheres to these acceptability criteria and has adopted certain variances

from minimum standards to meet conditions relative to the area climate and local housing market. These variances may include enforcement of local building, electrical or plumbing codes necessary to ensure that an assisted unit meets safety/habitability requirements. The Board of Commissioners has determined that local HQS variances and standards will not restrict the applicant/participant's freedom of choice or the availability of housing on the market. HQS are applicable both at initial occupancy of the dwelling unit, and during the term of the assisted lease.

13.2 General Procedures

A. When a family has selected a unit, the PHA Housing Inspector will inspect the residence to determine if it meets the program requirements set forth in 24 CFR Sections 882.7.251; Chapter 5, Administrative Practices Handbook (HUD 7420.7); the Section 8 Existing Housing Inspection Manual, and other regulations promulgated by HUD and its subordinate offices. If the unit fails the inspection, the inspector will advise the property owner & tenant in writing of the deficiencies and establish a time period in which repairs are to be completed. The landlord will in turn notify the inspector when the unit is ready. The Inspector will re-inspect the unit to verify compliance. Units must be certified that they meet HQS before the term of any housing assistance payments or voucher contract will begin.

A. Once a unit has passed the HQS inspection the landlord enters into a HAP Contract with the PHA for a period of not less than one year and no more than the term of the Annual Contributions Contract for the Housing Authority.

B. Program regulations and the assistance payments contracts for the Voucher programs require the owner and tenant to maintain the contract unit and premises of the property in accordance with the minimum Housing Quality Standards. The owner's endorsement of the monthly rental assistance check constitutes certification that the unit meets HQS. Property owners and their agents are strongly encouraged to periodically visit the unit after giving at least 24 hours notice to the tenant

13.3 Applicability

A. HQS applies to all units assisted or to be assisted under the Voucher programs. HQS are applicable the entire period that a unit is receiving assistance, not simply at the time of initial or annual inspections.

B. Units, which do not meet minimum HQS will not be assisted until the proper corrections have been made. Housing Assistance Payments (HAP) and Voucher Contracts shall not be executed until the unit to be assisted meets HQS.

C. Under the assistance payments contract the owner is ultimately responsible for ensuring that the assisted unit meets HQS. Should a unit fail to meet HQS because of a tenant's action or inaction, the owner is still required to correct the deficiency. If the property owner cannot obtain the tenant's compliance to correct the deficiency, he must take action to evict the tenant.

D. Inspection findings are to be used to help establish the reasonableness of the rent charged for the unit as required by HUD regulations. As such, the inspection shall note such items as unit square footage, condition of floor and wall coverings, the degree to which the unit meets or exceeds HQS, amenities, proximity to schools, public transportation, and shopping areas, and general maintenance and condition of unit.

E. Routine visits by the landlord to the rented property can accomplish several things. They help ensure that the unit continues to meet HQS; identify developing problems in their early stages and correct them before they become HQS violations or a major repair expense, and determine how well the tenant is maintaining the property as required by the lease and HQS.

13.4 Unit Initial Inspections

A. Initial inspections are those conducted for units for which vouchers holders wish to move. The Housing Authority Inspection Branch staff will schedule an initial inspection with the owner within 3 days upon receiving a completed and signed Preliminary Checklist from the PHA Housing Counselor. The owner will be informed of inspection findings in writing and will be given a reasonable time period in which to complete corrections. If the owner chooses not to make corrections, the family will be given another Preliminary Checklist so that they can locate another residence.

B. Once the owner has notified the PHA that the repairs have been completed the inspection staff will schedule a re-inspection to verify that the unit meets HQS. The completed inspection report will be filed in the tenant's folder and maintained for three years.

13.5 Unit Annual Inspections

A. Residential units leased under a rental assistance program will be inspected at least annually and at other times during the year as deemed appropriate by PHA officials.

B. Annual inspections are conducted on units already occupied by the family holding a Voucher and in which the family desires to continue residence within

60 to 90 days preceding the family's annual program re-certification.

C. A unit will be considered to meet HQS only after, it has been inspected by the Housing Authority and found to meet standards. Owners and tenant of units that fail an annual inspection will be given written notices of the item(s) that need to be corrected for the unit to meet standards. It is not the responsibility of the housing inspector to prepare detailed repair specifications. The notice must describe the deficiencies that are in violation of HQS and require that the conditions be corrected within a specific time period (to be determined by the PHA). After allowing sufficient time for the owner/tenant to do the repairs, the inspection staff will schedule a re-inspection with the owner or tenant to verify that the work was completed and that the unit meets HQS.

C. Life threatening or other violations which seriously impact upon the family's health or safety will be required to be corrected in an appropriate time (generally 24 to 48 hours). Other violations may be given up to 30 days (depending upon the nature and extent of the problem) for correction. Should the PHA not be notified by the deadline date that the unit is ready or should the unit fail a re-inspection because of uncorrected deficiencies (including inadequate repair work) found in the inspection, housing assistance payments will be abated. Payment abatement will be effective as of the date that the unit was found not to meet HQS. Payments will continue to be abated until such time as the unit meets HQS or the Housing Authority terminates the contract. Retroactive payments to cover the period the unit failed to meet HQS and during which payments were abated will not be made. While assistance payments are abated, the tenant family will still be responsible for paying its share of the rent.

D. If repairs are not made by the PHA's established deadline or should the PHA not receive notification from the owner that the work has been done, the PHA will notify the owner of this. The PHA will again notify and advise the owner of rent abatement action taken and will include a new repair deadline (normally 35 days prior to contract renewal and depending on the nature of the repair). If repairs are not completed by the new deadline the PHA will terminate the contract based upon the owner's failure to honor contract clauses concerning his obligation to maintain the unit to HQS. If a unit is terminated, the tenant family will be given an appropriate period of time to locate a new residence.

E. The PHA staff is not responsible for monitoring property on a daily or monthly basis or notifying an owner that the property does not meet HQS.

13.6 Unit Special Inspections

A. The PHA staff as part of HQS monitoring programs conducts special

inspections, or when requested by the owner or tenant because of problems they are having with the unit, which may violate HQS.

B. Should the unit be found to violate HQS, the PHA will notify the owner in writing of the item(s) that must be corrected and will give a deadline for the work to be completed. If required repairs have not been completed by the deadline date, or if the unit fails the re-inspection because of the lack of or inadequate repairs to item(s) noted in the inspection report, assistance payments will be abated effective the date of the special inspection. The owner will be notified of the abatement and be given a second deadline to complete the necessary work. The PHA as outlined in the sections above should take the same procedures as appropriate.

13.7 Courtesy Inspections

A. Courtesy inspections to identify a non-assisted unit's capability of meeting HQS may be authorized based upon the written request of the owner and payment of an inspection fee of $25.00 payable at the time the written request is made. Although the fee must be paid at the time the request is submitted, the Housing Inspector has the right to decline said request based upon staff workload and other considerations.

B. If an owner submits a request for a courtesy inspection, the Housing Inspector will schedule the inspection (providing that the workload permits). Once a unit is inspected, meets HQS standards and is accepted into the Section 8 Program, the owner will sign a HAP contract for a period of not less than one year and the Housing Authority will reimburse the $25.00 inspection fee to the owner.

13.8 HQS Failure Due To Tenant Noncompliance

A. If an annual or special inspection reveals that a unit is no longer in compliance with HQS regulations because of the tenant's lack of maintenance (e.g., tenant damage to a unit, failure of tenant's appliances (range, refrigerator) to meet HQS) the owner is still responsible for taking appropriate action to correct the deficiencies. The PHA will contact the owner in writing and inform him/her of the deficiencies and corrective action needed. If the owner cannot obtain the tenant's compliance concerning HQS matters, the owner must take action to evict the tenant. Should the owner not evict the tenant and the unit continues to fail HQS, the PHA will stop the HAP payments or terminate the HAP contract for that unit and notify the owner and tenant of such action in writing. If the contract is terminated the PHA may place the owner/tenant on the ineligibility list for one year, effective the first month following the month of contract

termination.

B. The PHA will also advise the family of its responsibilities with respect to any lease requirements and also clearly explain the possible consequences.

C. The family is responsible for HQS breach caused by any of the following:

(i) The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

(ii) The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

(iii) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

D. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within 30 calendar days (or any PHA approved extension).

E. If the family has caused a breach of the HQS, the PHA will take prompt and vigorous action to enforce the family obligations. The PHA may terminate assistance to the family.

A. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

13.9 Local HQS

Whereas HUD-defined HQS are designed as a nationwide set of standards, the PHA is permitted to established variances to HUD HQS to better meet conditions imposed by the local climate and housing market. With HUD approval, the following local HQS have been established for units to be assisted under the Section 8 programs:

1. All windows that open (except for windows with air conditioning units or evaporative coolers installed) must be screened.

2. Units, which do not have owner-provided air conditioning or evaporative coolers must have screens on exterior doors.

3. All units must have properly installed weather stripping on doors and windows

to minimize excessive drafts or heat loss during the winter months and reduce the entrance of insect pests (wasps, scorpions, ants, etc.).

4. Un-vented natural gas space heaters may be used in assisted units only under the following conditions:

   a. The heater has been certified by an accredited testing agency (e.g. Underwriter's Laboratories, American Gas Association) for UN-vented use and said certification is present on the space heater.

   b. The heater's input rating does not exceed 30 British Thermal Units (BTU) per cubic foot of room or space in which the heater is installed. To determine the BTU, multiply the volume of the space to be heated by 30 BTU/per hour. If the result does not exceed the input rating of the heater, then the heater is acceptable. Heaters that do not have this information affixed to the heater will not be acceptable.

   c. Ceramic heating elements are properly installed and are in good condition.

   d. Un-vented space heaters may not be installed in bedrooms or rooms used for sleeping.

5. Exterior surfaces containing loose, cracked, peeling, or flaking paint in excess of 2 square feet (total coverage) must have defective paint removed and the affected surfaces repainted. This requirement is in addition to existing HQS regarding lead-based paint abatement for units with children less than 6 years of age.

6. An operational smoke detector must be installed outside of sleeping areas. One smoke detector is sufficient for hallway connecting two or more bedrooms. If bedrooms are separated, additional smoke detectors are required. Smoke detectors may be battery operated or connected directly to the unit's electrical service. Unless manufacture's instructions state otherwise, smoke detectors should be installed in the center of hallway or, if mounted on the wall, between 4 and 12 inches from the ceiling.

14.0 LEASE APPROVAL AND HOUSING ASSISTANCE PAYMENTS CONTRACT EXECUTION

14.1 General

After August 12, 1999, the Public Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for

additional guidance).

14.2 Rent Reasonableness

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority or HUD directs that reasonableness be re-determined.

14.3 Comparability

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

The Rent Reasonableness test is applicable under the Voucher Program. However, the rent, if reasonable, may exceed the current payment standard in effect for the Voucher Program.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing

assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

14.4 Landlords and Owners

Owners are permitted and encouraged to screen families. PHA will give the owners the family's current address and the name and address (if known) of the landlord at the family's current and prior address. PHA will give the family a statement advising the family of PHA's policy on providing the family's current address and the name and address of the landlord at the family's current and prior address. Owners are responsible for screening.

A. For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease, except as provided in 24 CFR, Section 882.106 (a). This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

B. For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

C. For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

D. The PHA Section 8 Existing Program certifies and documents on a case-by-case basis that the contract rent for each unit for which a lease has been approved is:

1. Reasonable in relation to rents currently being charged for comparable units in the private unassisted market; and

2. Not in excess of rents currently being charged by the owner for comparable unassisted units.

3. Rent increase requests for the Section 8 Certificate Program do not exceed the applicable annual adjustment factors as published by HUD.

E. A Housing staff member explains the program to new owners who have signed requests for lease approval or who have been approached by voucher holders, upon request.

F. The PHA cannot approve a unit if the PHA has been informed (by HUD

or otherwise) that the owner is debarred, suspended or subject to a limited denial of participation. When directed by HUD, the PHA must not approve a unit if:

1. The Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal Equal Opportunity requirements, and such action is pending; or

2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal Equal Opportunity requirements.

At the PHA's discretion, the PHA may deny approval to lease a unit from an owner for any of the following reasons:

a. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act:

b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

c. The owner has engaged in drug trafficking;

d. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project based Section 8 assistance or any other Federal-housing program;

e. The owner has a history or practice of renting units that fail to meet State or local housing codes; or

f. The owner has not paid State or local real estate taxes, fines or assessments.

15.0 PAYMENTS TO OWNER

A. A HAP Register is used as a basis for monitoring the accuracy and timeliness of payments.

B. The Housing Coordinator or designee maintains a rent roll for monthly changes to be made to the HAP Register.

C. A Trial Disbursement Register is printed and balanced by Section 8 staff.

D. The Housing Director or designee enters the request for a Final Disbursement Register in the computer.

E. Checks are disbursed by the PHA's Finance Department.

F. Checks are mailed within the first three (3-5) working days of each month.

16. PUBLIC SERVICE INFORMATION AND ASSISTANCE FOR APPLICANT AND PARTICIPATING FAMILIES

A. The Housing Counselors provide assistance to applicant families and participating families by directing them to public service agencies that can assist them with problems.

B. A listing of units available to voucher holders is presented to families seeking units to rent or families wishing to relocate to San Angelo under the program.

C. PHA personnel provide current information on social service agencies in the area.

D. Brochures with information about the Section 8 Program.

17.0 REVIEW OF FAMILY CIRCUMSTANCES, RENTS, UTILITIES AND HOUSING QUALITY FOR CONTINUOUSLY ASSISTED UNITS

The PHA maintains a listing of units under contract by month to insure systematic review of contract rents, allowances for utilities and other services, and housing quality in accordance with the requirement for annual re-examination. Monetary changes are processed to reflect a change in the next rental payment.

17.1 Utility allowance

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any

allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the PHA Main Office.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

A survey of utility rate increases within the region is made annually and the Housing Counselors adjust the schedule for Utility Allowances and Other Services, at the time HUD publishes the Fair Market increases. Requests from families for review and/or inspection of unit will be handled in a timely manner. If the annual quality control check of all files reveals a need for a special review, one is promptly performed. Files, which have been marked "unstable" because of fluctuating family circumstances, are reviewed regularly until the situation stabilizes.

Re-exams are done annually, 12 months from the date of their last annual reexamination or at the anniversary of the family's initial entry into the program.

Re-examinations, other than annual, for the purpose of adjusting the Total Tenant Payment are scheduled as follows:

For families where an error was made at admission or re-examination that family will not be charged retroactively for errors made by housing personnel.

An increase is requested in compliance with HUD regulations.

For families whose rent has been based on false or incomplete information supplied by applicant.

For families who request a review due to a decrease in income.

For families whose monthly income has increased reviews will be done only when the increase is more than **$300** monthly.

For families participating in the FSS program, reviews will be conducted for any increase or decrease in income.

For families who have added and/or deleted member(s) of their household from the original family composition.

For families whose income source has changed. Exclusions to this requirement may be, at the discretion of the PHA, for example;

a. Receipt of an unscheduled raise in wages; or

b. Receipt of an increase in social security or SSI benefits not due to a re-evaluation of benefits.

Families are required to report changes in their income or family composition within 10 days of the effective date of the change. If an interim re-examination is determined necessary, reexamination interviews are scheduled within two weeks of the date of the reported change.

The voucher holder will be informed that any changes that will result in a reduction of the Total tenant Payment will be effective on the 1st of the following month in which it was reported.

Increases in the Total Tenant Rent will be effective 60 days after the next rental due date following verification of the change. Retroactive increases are charged when a voucher holder has failed to provide information within the required time period.

18.0 Termination of the Lease and Contract

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The Public Housing Authority may terminate the HAP contract.

Under some circumstances the contract automatically terminates.

A. Owners are required to follow eviction procedures consistent with their contract, and must comply with the requirements of Federal, State and local law. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Public Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

Briefing sessions will emphasize the family's responsibility to give the owner and the PHA the proper written notice of any intent to move. Families may not move during the initial year of assisted occupancy and may not move more than once in any twelve (12) month period except for extenuating circumstances.

2. By the owner.

The owner may terminate the lease during its term on the following grounds:

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

iv. Any drug-related criminal activity on or near the premises;

v. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

(3). Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(4). The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit, such as selling the home,

18.1 Change of Ownership

The Public Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Public Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Public Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number.

1. New owners will be required to execute IRS form W-9. The Public Housing Authority may withhold the rent payment until the taxpayer identification number is received.

2. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

3. The owner may only evict the tenant by instituting court action. The owner must give the Public Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

4. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

C. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

D. Termination of the Contract

1. Automatic termination of the Contract

a. If the Public Housing Authority terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. The Housing Authority may terminate the HAP contract:

a. For non-compliance with any family obligation in accordance with 982.404, 985.551 and 982.552 The PHA may at any time deny program assistance or terminate program assistance for an applicant, or a participant,

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

b. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.

c. When the family breaks up and the Public Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

d. If the family has committed fraud or misrepresentation in connection with the Section 8 Program, the PHA may terminate assistance and cancel the HAP Contract. The PHA will make every effort to recover any overpayment made as a result of tenant fraud or abuse.

e. The Public Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. The owner has breached the contract in any of the following ways:

i. if the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. The PHA terminates the HAP Contract and reviews the circumstances and family's involvement to determine if family is eligible for recertification to relocate to another unit with continuation of assistance. The PHA makes every effort to recover any overpayment made as a result of landlord fraud or abuse.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

v. If the owner has engaged in drug trafficking.

vi. The PHA may not approve the unit for a HAP Contract with a new voucher holder for a minimum of one year and upon receiving assurances from the owner that they will fulfill the requirements of the minimum Housing Quality Standards in the future.

4. Final HAP payment to owner

a. The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner a judgment or the family moves out.

b. A family may move to a new unit if:

1. The assisted lease for the old unit has terminated for breach of contract by the owner.

2. The owner has given the tenant a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant.

3. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner, for owner breach of contract or otherwise).

19.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE PUBLIC HOUSING AUTHORITY

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

A. If the family violates any family obligations under the program.

B. If a family member fails to sign and submit consent forms. The family must notify the PHA and the owner in writing 30 days before the family moves out of the unit or terminates the lease.

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Public Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

D. If any member of the family has ever been evicted from public housing.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

F. If any member of the family commits drug-related criminal activity, or violent criminal activity.

G. If any member of the family commits fraud, bribery or any other corrupt or criminal act

in connection with any Federal housing program.

H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Public Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

20.0 ABSENCE FROM UNIT

A. Absence from the unit means that no member of the family is residing in the unit.

B. A family may be absent from an assisted unit for a period not to exceed 90 consecutive calendar days for the following reasons:

1. Extenuating circumstances such as hospitalization.

2. A family emergency, which has affected the family's ability to occupy the unit.

C. Assistance will be resumed after an absence for extenuating circumstances at any time during a 12-month lease contract period. If the absence extension ends beyond a regularly scheduled annual review, the family may be readmitted after verification of absence without being placed on PHA's waiting list.

D. If the family breaks up, the assistance will remain with family members remaining in the original assisted unit unless it would be in the best interest of minor children or of ill, elderly or disabled family members or if family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the PHA will adhere to the court's determination of which family members continue to receive assistance in the program

21.0 COMPLAINTS AND APPEALS

A. The PHA responds and investigates promptly all complaints and appeals by families or owners. Each complaint regarding physical condition of the units will be referred to the Section 8 Inspection department. Anonymous complaints are always checked whenever possible.

B. Appeals by applicants concerning the PHA determinations denying assistance (including denying listing on the waiting list and participation in the program for issuance of a voucher) is handled by Informal Review as outlined in 24 CFR 982.554. Request for a Review must be made within ten (10) days of the date of the written notification of denial of assistance. The Informal Review shall be conducted by a member of the PHA staff who is neither the person who made or approved the decision under review nor a subordinate of such person. The applicant will be given the option of presenting oral or written objections to the decision in question. A notice of the review findings shall be provided in writing to the applicant and shall include a brief explanation of the reasons for the final decision.

C. Appeals by participants of the PHA Section 8 Existing Housing Assistance Payment Program and Voucher Program shall be handled as outlined in 24 CFR 982.554 by Informal Hearings. All requests for Informal Hearings must be made within ten (10) days from the date of the notification letter. The Hearing Officer shall conduct the Informal Hearing and a determination on how the rule or regulation was incorrectly applied to their information submitted at the hearing and shall promptly submit a written

decision to the PHA with a copy to the participant. The letter shall include a brief statement as to the reasons for the determination. The PHA shall promptly send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination. The letter shall include the PHA reason(s) for this decision.

D. If a family claims that illegal discrimination because of race, color, religion, sex, national origin, age, familial status or disability prevents the family from finding or leasing a suitable unit with assistance under the program, the PHA will give the family information on how to fill out and file a discrimination complaint.

22.0 EQUAL OPPORTUNITY

22.1 Fair Housing

It is the policy of the San Angelo Public Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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

To further its commitment to full compliance with applicable Civil Rights laws, the Public Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Public Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

22.2 Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Public Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, the Public Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

22.3 Services For Non-English Speaking Applicants and PARTICIPANTS

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

(SPANISH, local dialect, Latin and Castilian)

22.4 Right to Privacy

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

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

22.5 Required Postings

The Public Housing Authority will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of all Public Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

23.0 MONITORING PROGRAM PERFORMANCE

A. Statistical reports are maintained and monitored for reviewing the waiting list, the outstanding Vouchers, and the HAP register to assure achievement of the outreach goal and leasing schedule.

B. Changes in approach to monitoring are initiated on an as-needed basis, subject to program regulations and funding limitations.

C. In addition, the HUD SEMAP evaluation process will be done annually to insure compliance with HUD rules and regulations.

24. PUBLIC HOUSING AUTHORITY OWNED HOUSING

A. Units owned by the Public Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Public Housing Authority will do the following:

B. The Public Housing Authority will make available through the briefing process both orally and in writing the availability of Public Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

C. The Public Housing Authority will obtain the services of an independent entity to perform the following Public Housing Authority functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Public Housing Authority.

2. To assist the family in negotiating the rent.

3. To inspect the unit for compliance with HQS.

B. The Public Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions

C. The Public Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.

D. The Public Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

25.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after August 12, 1999, the Public Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy

If the Public Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

C. Voucher Tenancy

If the Public Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of

August 12, 1999.

D. Regular Certificate Tenancy

The Public Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of August 12, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Public Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Public Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Public Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

ADJUSTED INCOME. Annual income, less allowable HUD deductions

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written agreement between HUD and a PHA to provide annual contributions to cover Housing Assistance Payments and other expenses pursuant to the Act. If there is a State Agency administering the Section 8 Program, for example, there is usually an ACC between the State Agency and HUD.

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.

ASSISTED LIVING FACILITY. Sometimes called residential care facilities, adult care facilities, congregate care facilities, or group homes. Assisted living facilities are designed for residents who have the physical ability to live independently but need assistance with some activities of daily living, such as personal care, transportation, meals, laundry, medication monitoring, security, and housekeeping. Section 523 of the Preserving Affordable Housing for Senior Citizens and Families into the 21st Century Act confirms that a PHA may provide voucher assistance for families who live in an assisted living facility. (Public Law 106-74, 113 Stat. 1047, approved on October 20, 1999). (Notice PIH 2000-41 (HA) issued: September 1, 2000)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

CERTIFICATE OF FAMILY PARTICIPATION. A Certificate issued by the PHA under the Section 8 Rental Assistance Program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for an adult to further his/her education.

CONTRACT. (See Housing Assistance Payments Contract

CONTRACT RENT. In the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

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 18 years of age or over.

DISABLED PERSON. "Disabled person" means a person who is under a disability as defined in Section 223 of the Social Security Act

(42 U.S.C. 423) or in Section 102 (7) (b) or 6001 or 6001 (7) of the Development Disabilities Assistance and bill of rights Act.

DISPLACED PERSON. "Displaced person" means a person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age or a Disabled Person as defined in this section or a Handicapped Person as defined in this section or may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. One who is at least 62 years old

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. it is no longer used

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimburseable from any other source.

FAIR MARKET RENT. The rent limit published in the Federal Register for Section 8 Rental Assistance which includes utilities (except telephone) and ranges and refrigerators. It is used as a standard to obtain privately

owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Separate FMRs are established for dwelling units of varying sizes (number of bedrooms) and types. It is used as a maximum for Gross Rent in the Certificate Program (without an exception rent). In the Voucher Program, it is used as a cap for the Payment Standard, used in the ACC calculation of subsidy dollars, and is used to calculate the administrative fee.

For the Section 8 Housing Choice Voucher Program, the FMR is to be published by HUD annually in the Federal Register to be effective October 1.

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or service person" when:

1. The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

2. The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FOSTER CHILD CARE PAYMENT. Payment to eligible households **by** state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment

GROSS RENT. The sum of the Contract Rent and the utility If there is no allowance. utility allowance, Contract Rent equals Gross Rent.

HANDICAP ASSISTANCE. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work

HANDICAPPED PERSON. A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; an

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

HCDA. The Housing and Community Development Act of 1974, in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING ASSISTANCE PAYMENT. The payment made by the PHA to the owner of a unit under lease by an eligible family, as provided in the HAP Contract. The payment is the difference between the Contract Rent (Rent to Owner in the Voucher Program) and Tenant Rent.

HOUSING ASSISTANCE PAYMENTS CONTRACT (Contract). For Section 8 Rental Assistance, the Housing Assistance Payment Contract which is executed by the PHA and Owner pursuant to which the PHA makes HAP Payments on behalf of an eligible family paid by the PHA.

It is the difference between the Contract Rent and the Tenant Rent.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HUD. The Department of Housing and Urban Development of its designee.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets Calculation used when assets exceed $5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d) (3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who have or will (within no more than six months from the date of certification or verification) vacate housing as a result of:

a. A disaster (fire, flood, etc.)

b. Federal, state or local government action related code to enforcement, or public improvement or development.

c. Action by a housing owner that results in an applicant's having to vacate his or her unit, which is beyond an applicant's ability to control, occurs despite the applicant's having met all previous conditions of occupancy, and is other than due to a rent increase.

d. 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. The actual or threatened physical violence must be of a recent or continuing nature.

LANDLORD. This term means either the owner of the property or representative or the managing agent or representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

The Section 8 Voucher program have an Addendum to Lease that has mandatory language, which must be incorporated into any lease the PHA uses.

LOWER INCOME FAMILY. A family whose income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% on the basis of its findings that such variations

are necessary because of the prevailing levels of construction costs or unusually high or low incomes.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA- insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total 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. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income Allowances after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment(URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

PAYMENT STANDARD. The amount used to calculate the housing assistance a family will receive in the PHA’s Housing Choice Voucher Program.

OWNER. Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT. A family becomes a participant in the PHA’s Section 8 Rental Assistance Program when there is an effective HAP Contract between the PHA and the owner on behalf of the family.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals,

based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments

PUBLIC HOUSING AGENCY (PHA). Any state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of housing for low-income families.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing who may or may not normally qualify for assistance on own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled or handicapped).

RENT TO OWNER. This is called Contract Rent in the Certificate Program and Rent to Owner in the Voucher Program. It is the total amount of rent payable to the owner by the family and the PHA per month for an assisted unit.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well-being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals. (See Sections 882.109 (n), 882.106 (c) and 882.102 definitions in Appendix 1 of 7420.7.)

SECRETARY. The Secretary of Housing and Urban Development

SECURITY DEPOSIT. A dollar amount (maximum set according to the regulations), which can be used for unpaid rent or damages to the owner upon termination of the lease.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SSMA. Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of

a project owned by a cooperative housing mortgage corporation or association), which receives the benefit of subsidy in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

3. Direct loans to Section 202 of the Housing Act pursuant of 1959; or

4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

6. A Public Housing Project.

SUBSTANDARD UNIT. Substandard housing:

1. Is dilapidated*

2. Does not have operable indoor plumbing;

3. Does not have usable flush toilet in the unit for the exclusive use of the family;

4. Does not have usable bathtub or shower in unit for exclusive family use;

5. Does not have adequate, safe electrical service;

6. Does not have an adequate, safe source of heat;

** A unit is dilapidated if, in the opinion of the Building Official of the City of San Angelo, Texas, the unit 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.

7. Should, but does not, have a kitchen;

8. Has been declared unfit for habitation by a government agency.

9. Overcrowded (if the number of household members living in the housing unit exceeds the number allowed by the PHA's Housing Quality Standards referred to in the PHA's occupancy standards).

TENANT RENT. (Formerly called Net Family contribution.) The amount payable monthly by the family as rent to the owner (including a PHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment less the Utility Allowance in the Certificate Program. In the Voucher Program, Tenant Rent is Rent to Owner less HAP.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

LTNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or f or the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENTS. When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family, whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released under conditions other than dishonorable.

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.

WELFARE RENT. This concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an "AS-PAID" basis. it is not used for the Housing Voucher Program.

(1) If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.

(2) If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency-could allow.

HOUSING AUTHORITY
OF THE
CITY OF SAN ANGELO, TEXAS

ADMISSIONS AND OCCUPANCY POLICY
FOR LOW RENT PUBLIC HOUSING PROGRAM

2001

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Admissions and Occupancy Policy Governing
HUD-Aided Public Housing Operated by
the Housing Authority of the City of San Angelo, Texas

PURPOSE

This Policy is established in order that the Housing Authority (HA) of the City of San Angelo, Texas, will meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil rights Act of 1964 and all other civil rights requirements, regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), Annual Contributions Contract (ACC), and State and local laws.

This Policy governs admission and occupancy of Public Housing administered by the Housing Authority (HA) of this City, hereafter called the Authority. It is the intent of the Authority to ensure decent, safe, and sanitary housing for families of limited income in all public housing units owned or operated by the Authority under the United States Housing Act of 1937, as amended. HUD has approved this policy and will periodically review its implementation.

The Housing Authority (HA) will not discriminate on the basis of race, color, creed, national origin, religion, age, sex or handicap in any phase of the occupancy process. The occupancy process includes, but is not necessarily limited to, application processing, leasing, transfers, delivery of management and services, access to common facilities, treatment of residents, and termination of occupancy. There shall be no intimidation or retaliatory action by this Authority or its staff against any applicant or resident because of participation in civil rights activities or for having asserted any civil rights under statute, regulations, or requirements pursuant thereto. Further, the race, color, or national origin of the residents of the dwelling units or of the staff shall not be a factor in the assignment of managers and other staff responsible for the administration of the dwelling units.

The Authority periodically will review its policy and procedures to assure compliance with housing legislation and civil rights requirements (including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Executive Order 11063).

1. Nondiscrimination

A. <u>Compliance with Civil Rights Laws</u>

1. It is the policy of the Housing Authority of San Angelo (HA) to comply with all applicable laws relating to Civil rights, including:

   - Title VI of the Civil Rights Act of 1964 **(See 24 CFR Part 1)**

   - Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988). **(See 24 CFR Part 100)**

   - Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 **(See 24 CFR Part 8)**

   - The Age Discrimination Act of 1975 **(See 24 CFR Part 146)**

   - Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), **(Title II deals with common areas and public space, not living units.)**

   - any applicable State laws or local ordinances, and

   - any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. **(Required 24 CFR § 960.203)**

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

3. HA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:

   (a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs,

   (b) Provide housing which is different from that provided others;

   (c) Subject a person to segregation or disparate treatment;

(d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

(e) Treat a person differently in determining eligibility or other requirements for admission;

(f) Deny a person access to the same level of services; or

(g) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

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

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

(a) In making reasonable accommodations or structural modifications to existing housing programs **(See 24, CFR § 8.24)** or in carrying out Other Alterations **[See 24 CFR § 8.23 (b)**] for otherwise qualified persons with disabilities, HA is **not** required to:

(i) Make each of its existing facilities accessible **[24 CFR § 8.21 (a) (1)]**; or make structural alterations when other methods can be demonstrated to achieve the same effect; **[24 CFR § 8.24 (b)]**

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

(iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; **[24 CFR § 8.26]**

(iv) Take any action that would result in a fundamental alteration in the nature of the program; **[24 CFR § 8.24 (a) (2)]**

(v) Take any action that would result in an undue financial and administrative burden on the Authority. **[24 CFR § 8.24 (a) (2)]**

(b) When the HA is making substantial alterations (in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility **(See 24 CFR § 8.23)**, HA is not required to:

(i) Provide an elevator in any multifamily project solely for the purpose of locating accessible units above or below the grade level; **[24 CFR § 8.26]**

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

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

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

6. HA will not permit these policies to be subverted to do personal or political favors. HA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list. **[Required, 24 CFR § 906.204 (a)(3)(ii)]**

B. <u>Accessibility and Plain Language</u>

1. Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms and so on must be available for use by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some must be made so, subject to the undue financial and

administrative burden test. **(Required, 24 CFR § 8.20 and 8.21)**

2. Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments **(Required, 24 CFR § 8.6)**. Equally important, the documents should be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, document may be translated into languages other than English as needed.

3. Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but offering examples will help applicants and residents understand the issues involved. In writing materials to be used by applicants and residents, HA staff must keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand--so rules and benefits may have to be explained verbally--perhaps more than once. **(Required, 24 CFR § 8.6).**

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

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

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

   - Marketing, promotional and informational materials

   - Information about the application process

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

II. Eligibility for Admissions and Processing of Applications

A. Marketing

1. It is the policy of HA to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in the HA's units, availability of units through turnover, and waiting list characteristics. HA will periodically assess these factors in order to determine the need for and scope of any marketing efforts.

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

   (a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, etc. **[Required, 24 CFR § 09.30 (a)];**

   (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;

   (c) Marketing will be "plain language" and will use more than strictly English-language print media;

   (d) An effort will be made to target all agencies that serve and advocate for potentially qualified applicants (e.g., the disabled, to ensure that

accessible/adaptable units are used by people who can best take advantage of their features, or working families to help ensure that the San Angelo PHA reaches a broad range of incomes.)

(e) Marketing materials should make clear who is eligible: low income individuals and families, working and non-working people and people with both physical and mental disabilities.

(f) HA's responsibility to provide reasonable accommodations to people with disabilities should be made clear.

B. Qualifications for Admission

1. It is San Angelo PHA's policy to admit only qualified applicants.

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

(a) Is a family as defined in Section XIII of this policy;

(b) Is a family that meets the HUD requirements on citizenship or immigrations status; **(Required, 24 CFR § 200, and § 912.5 through 912.14)**

(c) Has an Annual Income at the time of admission that does not exceed the low or very low-income limits for occupancy established by the Department of Housing and Urban Development, and posted separately in HA offices.

- The Low income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability prior to 10-01-81. **(Required, 24 CFR § 913.104)**

- The Very Low income limits as defined by HUD are applicable to new admissions to properties with a Date of Full Availability after 10-01-81. **(Required, 24 CFR § 913.105)**

(d) Provides a documented Social Security number for all family members, age 6 or older, or certifies that they do not have Social Security numbers; **(Required, 24 CFR § 913.109.)**

(e) Meets or exceeds the Applicant Selection Criteria set forth in Section II.F. of these policies **(Required, 24 CFR § 960.205)**

C. <u>Waiting List Management</u>

1. It is the policy of HA to administer its waiting list as required by the regulations at **24 CFR §§ 912, 913, 945, 960.201 through 960.215**

2. Opening and Closing Waiting Lists

   (a) HA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. HA may open or close the list for persons by unit size or type available [See (c) below; **24 CFR 960.211]**

   (b) HA will update the waiting list daily. Applicants are required to renew their application every six months by coming to the office in person on the Renewal Date stamped on their Renewal Card or 4 days before the renewal date. If the renewal date falls on a holiday or a weekend, the applicant must renew BEFORE the date, but **NEVER** after the date. If the applicant or a representative does not come into the office to renew the application, the applicant's name will be taken off the waiting list. At the time of initial intake, HA will advise families of their responsibility to notify the HA when they have changes in family composition, mailing address, or income.

   (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of HA to house an applicant in an appropriate unit within a reasonable period of time **[24 CFR 960.211(c)].** A decision to close the waiting lists, restrict intake, or open the waiting lists will be publicly announced.

   (d) During the period when the waiting list is closed, HA **<u>will not</u>** maintain a list of individuals who wish to be notified when the waiting list is reopened.

3. Determining if the Waiting List may be Closed

   HA will use Procedure **# 1--Waiting List Closure** to determine whether the waiting list(s) may be closed. (See Section XIII-Procedures)

4. Left blank intentionally (Federal preferences--not mandated at this time)

5. Removal of Applications from the Waiting List

HA will not remove an applicant's name from the waiting list except in accordance with Procedure **# 2--Removing Applications from the Waiting List.** (See Section XIII-Procedures).

D. <u>Processing Applications for Admission</u>

1. It is San Angelo PHA's policy to accept and process applications in accordance with applicable HUD Regulations. Applications will be received and processed according to HA's **Procedure # 3--Intake and Processing.** (See Section XIII-Procedures). Initially, San Angelo PHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts are subject to verification later in the application process.

2. Interviews and Verification Process

   (a) As families approach the top of the waiting list, the following items will be verified according to HA's **Procedure # 4--Verification,** (See Section XIII-Procedures) to determine qualifications for admission to HA's housing.

      (i) Family composition and type (Elderly/ non-elderly)

      (ii) Annual income

      (iii) Assets and Asset Income

      (iv) Deductions from Income

      (v) Left blank intentionally (Federal Preferences--not mandated at this time)

      (vi) Local preference (Broad range of Income)

      (vii) Social Security Numbers of all Family Members Age 6+

      (viii) Information Used in Applicant Screening

      (ix) Citizenship or eligible immigration status

   (b) HA's first choice is a written third party verification to substantiate applicant or resident claims. San Angelo PHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by San

Angelo PHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

(c) Verification of citizenship or eligible immigration status shall be carried out pursuant to **24 CFR § 912.8** using the Immigration and Naturalization Service's (INS) SAVE system and, if needed a manual search of INS records.

3. Applicants reporting zero income will be asked to complete a family expense form. This form will be the first form completed in the interview process. The form will ask applicants to estimate how much they spend on: food, beverages, transportation, health care, childcare, debts, household items, etc. HA will also ask applicants about the status of any application or benefits through AFDC or other similar programs. (If a "zero income" family is admitted, monthly redeterminations of income will be performed. [See Section 3(c), Periodic Reexaminations of this policy]

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

E. **Left blank intentionally** (Federal preferences--not mandated at this time)

F. **The Preference System--Broad Range**

The HA has adopted a system of income ranges (Broad Range of Incomes) in order to achieve and maintain in each project a resident body composed of families with a range of incomes and rent-paying abilities representative of the range of incomes of Lower-Income families in the HA's area of operation. The HA will determine the average rent necessary to maintain financial solvency and develop preferences or other means, such as community outreach, to bring the HA's actual distribution of rents closer to the schedule of projected distribution of rents. Ranges of Income have been developed separately for elderly and non-elderly.

The HA's Broad Range of Incomes will be reviewed annually and updated as needed.

Applicants will be identified or sought within the needed income ranges. The needed income range is the range in which there exists the greatest deficiency in actual number of tenants housed compared to the number projected to be housed in said range. If more than one range has the same deficiency, the highest income range will be considered first. The HA shall not allow vacancies to occur while awaiting higher-income tenants, when lower-income tenants are available, and income distribution shall not result in any disparate treatment of different racial, ethnic, or any other protected group.

The HA has the right to make exemption to this stated order of preference in not more than ten percent of the admissions in any one-year period. HUD will record these exceptions for review.

Upon denial, the HA will promptly provide written notice to the applicant with reasons stated for such denials, and state that the applicant has a right to request an informal hearing.

G. <u>Applicant Selection Criteria</u>

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

   (a) to pay rent and other charges as required by the lease in a timely manner;

   (b) to care for and avoid damaging the unit and common areas;

   (c) to use facilities and equipment in a reasonable way;

   (d) to create no health or safety hazards, and to report maintenance needs;

   (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

   (f) not to engage in criminal activity or any other activity that threatens the health, safety, or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity or alcohol abuse on or off San Angelo PHA premises; [Housing Opportunity Extension Act of 1996]

   (g) to comply with necessary and reasonable rules and program requirements of HUD and the San Angelo PHA; and

(h) to comply with health and safety codes.

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

(a) Applicant's ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with HA's **Procedure # 5-- Applicant Screening.** (See Section XIII-Procedures). Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and the Resident or Applicant must pay screening. After presenting proof of expense, it will be reimbursed by the San Angelo PHA.

(b) The history of the applicant's conduct and behavior must demonstrate that the applicant family **can reasonably be expected not to:**

(i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. **[Required, 24 CFR § 960.205(b)]**;

(ii) Adversely affect the physical environment or financial stability of the project; **[Required 24 CFR § 960.205(b)]**

(iii) Violate the terms and conditions of the lease; **[See 24 CFR § 8.3--Definition: Qualified individual with handicaps]**

(iv) Require services from San Angelo PHA staff that would alter the fundamental nature of San Angelo PHA's program. **[See 24 CFR § 8.3 Definition: Qualified Individual with handicaps]**

(c) San Angelo PHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures **(Procedure # 5)** used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. **[Required, 24 CFR § 960.206(a) and (b)]**

(d) San Angelo PHA will complete a credit check and a rental history check

on all applicants.

(e) Payment of funds owed to San Angelo PHA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. San Angelo PHA will consider any past balances owed San Angelo PHA by the applicant for any program that San Angelo PHA operates. San Angelo PHA expects these balances to be paid in full before initiating the full screening process. HA will not admit families who owe back balances. **(See 24 CFR § 960.205(b)(1).**

(f) San Angelo PHA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available. **{24 CFR 960.205(b)(3)].**

(g) San Angelo PHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent. **[Required, 24 CFR § 960.205(b)(1)]**

- A record of disturbance of neighbors (sufficient to warrant a police call), destruction of property, living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. **[Required, 24 CFR § 960.205 (b)(2)]**

- Any history or criminal activity on the part of <u>any</u> applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. **(Required, 24 CFR § 960.205(b)(3) and the Anti-Drug Act of 1988 and Housing Opportunity Program Extension Act of 1996.)**

- A record of eviction from housing or involuntary termination from residential programs (taking into account

date and circumstances).

- An applicant's ability and willingness to comply with the terms of San Angelo PHA's lease. **(24 CFR § 8.2 Definition: Qualified Individual with Handicaps).**

(h) An applicant's intentional misrepresentation of any information related to eligibility, housing history, allowances, family composition or rent will result in rejection. **[Required, 24 CFR § 913.109(b) and § 760.3]**

(i) Applicants must be able to demonstrate the ability and willingness to comply with the terms of San Angelo PHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission. **(24 CFR § 8.2 Definition: Qualified Individual with Handicaps).** Availability of assistance is subject to verification by San Angelo PHA.

3. Screening applicants who claim mitigating circumstances

(a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into San Angelo PHA's screening assessment of the applicant, mitigating circumstances must be verifiable. **[Required, 24 CFR § 960.205(d)].**

(b) Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process

(c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, San Angelo PHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. San Angelo PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquires will be limited to the

information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

(d) Examples of mitigating circumstances might include: **(Required, 24 CFR § 960.205(d))**

(i) Evidence of successful rehabilitation;

(ii) Evidence of the applicant family's participation in social service or other appropriate counseling service.

(iii) Evidence of successful and sustained modification of previous disqualifying behavior.

(e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. HA will consider such circumstances in light of:

(i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior; and

(ii) the applicant's overall performance with respect to all the screening requirements; and

(iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the applicant as a family; **(Required, 24 CFR § 912.2)**

(ii) Eligibility of the applicant with respect to income limits for admission;**(Required 24 CFR § 913.104 and 105).**

(iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; **[Required, 24 CFR § 912.4(b)].**

(iv) Unit size required for the family.

(v) San Angelo PHA local preference (Broad Range of Income)

(vi) Left blank intentionally (Federal preferences--not mandated at this time)

(vii) Qualification of the applicant with respect to the Applicant Selection Criteria. **(Required, 24 CFR § 960.205).**

(b) Families determined to be qualified will be notified by San Angelo PHA of the approximate date of occupancy insofar as that date can be reasonably determined. **[Required, 24 CFR § 960.207(b)].** However, that date given by San Angelo PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by San Angelo PHA, such as turnover rates, and market demands as they affect bedroom sizes and project locations. **[Required, 24 CFR § 960.207(b)].**

(c) Assistance to a family may not be delayed, denied, or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and San Angelo PHA procedures. **[Required, 24 CFR § 912.9].**

(d) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from San Angelo PHA, stating the basis for such determination. San Angelo PHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure # 6 for Informal Review of Rejected Applications.** (See Section XIII-Procedures). The informal review for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. **(Required, 24 CFR § 960.207(a)].**

(e) Applicants who are known to have a disability and have been determined eligible, but who fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

H. Occupancy Guidelines

1. It is San Angelo PHA's policy that families of the appropriate size should occupy units. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear or under-utilization.

2. The San Angelo PHA has also established a minimum-number-of-persons-per-unit standard that takes in account family size and composition.

Minimum-Number-of-Persons-Per Unit Standard

Number of Bedrooms Per Unit	Minimum Persons Per Unit	Maximum Persons Per Unit
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8

Under the minimum-number-of-persons-per-unit standard, generally two people will share a bedroom, except that units will be so assigned that:

(a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom except at the request of the family.

(b) Exceptions to the minimum standards may be made in case of reasonable accommodations for a person with disabilities at the discretion of the Executive Director or designee.

(c) Two children of the opposite sex will not be required to share a bedroom.

(d) The living room or dining room will not be used as a bedroom.

(e) An unborn child **will** be counted as a person in determining unit size. A pregnant woman may be assigned to a one-bedroom unit. In determining unit size, San Angelo PHA will consider a child who is temporarily away from the home because of placement in foster care, kinship care, away at school, or joint custody.

(f) A single head-of-household parent shall not be required (but may choose) to share a bedroom with his/her child (up to12 months of age).

(g) A live-in attendant may be assigned a bedroom.

5. **IMPORTANT:** The maximum and minimum-number-of-persons-per-unit standards shall be discussed with each applicant family. Families will also be informed about the status and movement of the various waiting lists and sublists maintained by San Angelo PHA.

6. San Angelo PHA will use Plan A [see explanation of this plan under Section III (B)(4)] when determining selection of family for housing.

III. Tenant Selection and Assignment Plan

A. Organization of the Waiting List

It is San Angelo PHA's policy that each applicant shall be assigned his/her appropriate place on a single jurisdiction-wide waiting list in sequence based upon date and time the application is received, type and size of unit needed, and factors affecting preference or priority.

B. Method of Applicant Selection

1. San Angelo PHA will first match the characteristics of the applicant to the unit available, including the size, type and special features of the unit (if any) and any priorities for admission required for designated or mixed population housing. Further, in the selection of a family for a unit with accessible features, San Angelo PHA will give preference to families that include a person with disabilities who can benefit from the unit features. **[24 CFR § 8.27].**

2. Broad Range of income (refer to Section II (E) of Occupancy policy)

3. Left blank intentionally (Federal Preferences--not mandated at this time)

4. The plan for selection of applicants and assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, or national origin is **PLAN "A".** Under this plan, each qualified applicant first in sequence under Broad Range preference on the waiting list is made **one** offer of a unit of appropriate size. The applicant must accept the vacancy offered or be

dropped from the qualified applicant list. **[Required 24 CFR § 1.4 (b)(2)(ii) and (iii)].**

5. The applicant must accept a vacancy offered within three (3) working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be **dropped** from the qualified applicant list. If unable to contact an applicant by phone, HA will send a letter.

6. "Dropped from the list" shall mean the applicant will lose standing by being removed from the waiting list. Once dropped from the list, applicants must make a new application if the waiting list is open to new applications at that time, and wait for their name to come to the top of the list again.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that will be ready for occupancy first.

8. If an applicant is willing to accept the unit offered, but is unable to move at the time of the offer and presents to the satisfaction of the San Angelo PHA, clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped from the list. **[Required, 24 CFR § 1.4 (b) (2) (ii) and (iii)].**

9. San Angelo PHA will maintain a record of the unit offered, including location, date, and the acceptance or rejection, including the reason for the rejection.

C. <u>Dwelling Units with accessible/adaptable features</u> [24 CFR § 8.27 (a)(1)(2) and (b)]

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

   (a) First, to a current occupant of another unit of the same development, or other public housing developments under San Angelo PHA's control, have a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).

   (b) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, San Angelo PHA will require the applicant to sign an agreement to move to an

available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit.

D. Leasing and Occupancy of Dwelling Units

Applications will be processed centrally. Initial intake, waiting list management, screening, and offers of housing (including transfers) will be made from San Angelo PHA office. Offers may be made in person, in writing or by phone.

E. Dwelling Lease

1. The Authority shall utilize a Lease that:

   A. Does not contain unreasonable terms and conditions;

   B. Obligates the Authority to maintain the project in a decent, safe, and sanitary condition;

   C. Requires the Authority to give adequate written notice of termination of the Lease which shall not be less than:

      1. A reasonable time, but not to exceed 30 days, when the health or safety of other tenants or authority employees is threatened;

      2. Fourteen days in the case of non-payment of rent; and

      3. Thirty days in other cases: and

   D. Requires that the Authority may not terminate the tenancy except for serious or repeated violations of the terms or conditions of the Lease or for other good cause.

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 total tenant payment and security deposit to be charged, the utility allowance, other charges under the Lease, and the terms of occupancy. The Lease shall be explained in detail to the applicant Family before its execution. The Lease shall be kept current at all times. Each adult member of the family accepted as a resident is required to execute the Lease agreement prior to actual admission. One copy of the Lease will be given to the family and the original will be filed as part of the permanent records established for the family.

2. If a tenant family transfers to a different unit, the existing lease will be cancelled. Each adult member of the family will execute a new Lease for the unit into which the family is to move.

3. If any other change in a tenant family's status results in the need to change or amend any provision of the Lease, or if the Authority desires to waive a Lease provision with respect to a tenant family, (a) the existing Lease is to be cancelled and a new lease executed, or (b) an appropriate rider is to be prepared and executed by appropriate family members and the Authority and made a part of the existing Lease.

4. Cancellation of a family's Lease will be in accordance with provisions of the Lease.

5. The current Grievance Procedure is incorporated into Lease by reference. (See attached copy).

F. Transfers and Admissions

San Angelo PHA has five types of transfers: Emergency, Administrative--Category 1, Category 2 and Category 3; and Incentive. Emergency and Administrative transfers will take priority over new admissions. Category 3 administrative transfers and Incentive transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers.

IV. Leasing Policies

A. General Leasing Policy

1. It is San Angelo PHA's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations. **(Required 24 CFR Part 966).**

2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Executive Director or other authorized representative of San Angelo PHA, prior to actual admission **[24 CFR § 966.4 (p)].**

3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally.

4. If a resident transfers from one San Angelo PHA unit to another, a new lease will be executed for the dwelling into which the family moves. **[24 CFR § 966.4 (c) (3)].**

5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

   (a) A new lease agreement will be executed, or

   (b) A Notice of Rent Adjustment will be executed, or

   (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the San Angelo Housing Authority. **[24 CFR § 966.4 (o)].**

6. Residents must advise San Angelo PHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangements to secure the unit and provide a means for San Angelo PHA to contact the resident in the event of an emergency. Failure to advise San Angelo PHA of an extended absence is grounds for termination of the lease.

B. <u>Showing Units Prior to Leasing</u>

1. When offering units, San Angelo PHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. The Housing Counselor making offer must be familiar with San Angelo PHA's housing sites. If the applicant preliminarily accepts the offer of a unit, Housing Counselor will contact the applicant to set up a date to show the unit.

2. Once the unit is shown and the applicant accepts the unit, the housing counselor will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant, if possible. **No lease will have an effective date before the unit is ready for occupancy. [See § 966.4 (i)].**

3. Managers will only show and lease units of the appropriate size.

   If an exception to San Angelo PHA's minimum-number-of-persons-per-unit

standards is approved for the applicant, this information will be noted. No exceptions will be granted to the maximum-number-of-persons-per-unit standard.

C. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit. **[24 CFR § 960.209 (b) and 966.4 (9) (a) (2)].** Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. **[24 CFR § 966.4(f)(3) and (c)(2)].**

2. Following receipt of a family's request for approval to add a new person to the lease, San Angelo PHA will conduct a pre-admission screening of the proposed new member (18 or older). The results of screening shall be used to determine whether the San Angelo PHA will approve admitting the new member.

   Children born to or adopted by a family member, under the age below which Juvenile Justice records are made available, or added through a kinship care arrangement are exempt from the pre-admission screening process. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household member is subject to screening are:
   (a) Resident plans to be married and files a request to add the new spouse to the lease;
   (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;

   (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

   (d) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

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

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on or off San Angelo PHA premises that would be a lease violation. Visits of less than three days need not be reported or approved by the Housing Counselor. Visits of more than three and less than thirty days are permitted provided they are reported to the Housing Counselor within 72 hours and authorized by the Housing Counselor. Visits of more than 30 calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is grounds for termination of the lease. **[24 CFR § 966.4 (f)(2)].**

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

8. Family members over age 18 or older or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. **[24 CFR § 966.4 (f)(3)].** The resident has the responsibility to report the move-outs within 30 calendar days of its occurrence. These individuals may not be re-admitted to the unit and must apply as new applicant households for placement on the waiting list (subject to applicable income limits, resident selection, and screening requirements). San Angelo PHA shall consider medical hardship or other extenuating circumstances in making determinations under this paragraph.

V. TRANSFER POLICY

A. General Transfer Policy

1. It is San Angelo PHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. **(Required, 24 CFR § 100.5).**

2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.

3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

B. Types of Transfers

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

   (a) **Emergency Transfers** are mandatory when the unit or building conditions pose an immediate threat to resident life, health, or safety, as determined by San Angelo PHA. Emergency transfers within sites or between sites may be made to:

   - permit repair of unit defects hazardous to life, health, or safety;
   - alleviate verified medical problems of a life threatening nature; or
   - based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

   These transfers shall take priority over new admissions.

   (b) **Category I Administrative transfers**; include mandatory transfers to:

   - remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency),
   - provide housing options to residents who are victims of hate crimes or extreme harassment,
   - alleviate verified medical problems of a serious nature;
   - permit modernization of units, or
   - permit a family that requires a unit with accessible features to occupy such a unit.

   These transfers shall take priority over new admissions.

Requests for medical transfers will be made to the manager. The Resident shall provide the manager with the necessary documentation to substantiate the need for a medical transfer. Medical transfers may also be offered by San Angelo PHA (e.g., moving a person with mobility problems to a unit with accessible features).

(c) **Category 2 Administrative transfers:** Transfers within sites or between sites may be made to:

- correct occupancy standards (mandatory: over or under the San Angelo PHA's standards);
- offer incentive transfers (voluntary) as described below.

These transfers will take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is smaller than the San Angelo PHA's minimum-number-of-persons-per-unit standard for the household or larger than the maximum-number-of-persons-per-unit standard for the unit the family is occupying. These transfers are mandatory.

If a family's size is between the minimum and maximum occupancy limits for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

(d) **Category 3 Administrative transfers**: Mandatory transfers within sites or between sites may be made to:

- correct and avoid concentration of the most economically and socially deprived families;
- correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard, but the family requests a transfer, e.g., to permit older children of opposite sexes to have separate bedrooms)
- address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

These transfers will not take priority over new admissions.

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

C. Processing Transfers

1. A centralized transfer waiting list will be administered by the Occupancy Division or Housing Counselor.

2. The Housing Counselor will sort requests for transfer into categories. Admissions will be made in the following order:

   - First emergency transfers, then
   - Category 1 Administrative Transfers, and finally
   - Category 2 Administrative Transfers
   - Applicants

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

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

4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Re-examination" that a transfer is recommended and that the family has been placed on the transfer list.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. **Exceptions:** spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the maximum-persons-per-unit standard) to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, San Angelo PHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different

units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits San Angelo PHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

D. Good Record Requirement for Transfers

1. In general, and in all cases of resident-requested transfers, residents will be considered for transfers only if they:

   (a) have not engaged in criminal activity that threatens the health and safety of residents and staff,

   (b) do not owe back rent or other charges, or evidence a pattern of late payment; or

   (c) meet reasonable housekeeping standards and have no housekeeping lease violations

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to San Angelo PHA's advantage (e.g., a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the Housing Counselor.
   Absent a determination of exception, the following policy applies to transfers:

   (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.

   (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Incentive Transfers

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

   (a) **Incentive Transfers**--San Angelo PHA will occupy recently modernized and scattered site units through incentive transfers. No applicants shall be admitted directly to scattered site units. Depending on San Angelo PHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. **San Angelo PHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.**

   (b) Resident requests for incentive transfers should be made to the Housing Counselor. Managers may also recommend a resident for an incentive transfer. In order for a resident to be considered for an incentive transfer, the following conditions must be met:

      (i) Residency in a San Angelo PHA development for at least two years
      (ii) No repayment agreement or unpaid balance at any time in the past year.
      (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
      (iv) Good housekeeping record

2. Incentive transfers are Category 2 administrative transfers. Scattered site incentive transfers will take precedence over new admissions and modernization incentive transfers may take precedence over new admissions.

3. No exceptions will be granted to the good record requirement for incentive transfers.

F. Cost of Transfers

1. Residents shall bear the cost of transfers to correct occupancy standards. Where there is a hardship due to health, disability, or other factors, the Housing Counselor may recommend that families be allowed to pay out their out-of-pocket expenses for an occupancy standards transfer. This must be approved by the ED

VI. Eligibility for Continued Occupancy, Annual Re-Examinations, and Remaining Family Members

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in Section 9 of this policy. (Note: For purpose of continued occupancy remaining family members qualify as family. Remaining family members can also include court recognized emancipated minors under the age of 18).

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

4. Those who meet HUD standards on citizenship or immigration status. See chart in Section XI **(24 CFR § 912.6).**

B. Remaining Family Members and Prior Debt

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

2. Remaining family members under age 18 shall not be held responsible for the rent arrearage incurred by the former head of household.

C. Periodic Re-examinations

1. **Regular re-examination**--San Angelo PHA shall, at least once a year, re-examine the incomes of all resident families. **[24 CFR § 960.209(a)]**

2. **Special re-examination**--When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 90 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted where there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

3. Unless the family has income that is excluded from rent computation, families reporting zero income will have their circumstances examined every 30 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, childcare, debts, household items, etc. Resident will then be asked how they pay for these items.

4. Re-examination Procedures

   (a) At the time of re-examination, all adult members or the Head of Household will be required to sign an application for continued occupancy and other forms required by HUD and the Housing Authority.

   (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. **[24 CFR § 960.206].**

   (c) Verified information will be analyzed and a determination made with respect to:

      (i) Eligibility of the resident as a family or as the remaining member of a family;

      (ii) Unit size required for the family (Using the minimum and maximum standards);

      (iii) Rent the family should pay.

   (d) Residents with a history of employment whose regular re-examination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.

   (e) Income shall be computed in accordance with the definitions and procedures set forth in this policy **[24 CFR § 913].**

   (f) Families failing to respond to the initial re-examination appointment will

be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Executive Director for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. **[24 CFR § 966.4(c)(2)].**

5. Action Following Re-examination

(a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. **[24 CFR § 966.4 (c) and (o)].**

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. **[24 CFR § 964 (c)(3)].**

(c) San Angelo PHA shall not commence eviction proceedings, or refuse to renew a lease, based upon additional income of the resident family until (1) it has available for possible rental by the family, a unit of decent, safe and sanitary housing that meets the new occupancy requirements and is available at a rent not exceeding thirty percent (30%) of income as defined by the Authority for the purpose of determining rents; or (2) it is required to do so by local law. Pending their removal from the project, such families are to be charged rents calculated in accordance with the formula for Total Tenant Payment described in Section VIII of these policies. **[24 CFR § 960.210].**

D. Collections, Evictions, Tenant Rent Charges, Other Charges, Maintenance, and Inspections--see detailed explanation of each of these policies and plans in Section XII.

VII. Interim Rent Adjustments

A. Rent Adjustments

1. Residents are required to report all changes in family composition or status to the Housing Counselor within 10 calendar days of the occurrence. Failure to report within 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.

2. San Angelo PHA will process an interim increase in rent if it is found that the resident at an annual or interim re-examination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. San Angelo PHA will apply any increase in

rent retroactive to the first of the month following the month in which the misrepresentation occurred.

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

4. San Angelo PHA will process interim adjustments in rent in accordance with the following policy:

   (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.

   (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

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

B. Effective Date of Adjustments

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

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

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

C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have

been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with San Angelo PHA's dwelling lease. **[24 CFR § 966.4(c)(2)]**

VIII. Lease Termination Procedures

A. General Policy: Lease Termination

It is San Angelo PHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations **[24 CFR § 966.4 (1) (2)]** and the lease terms.

1. Notice Requirements for Terminations

(a) No resident shall be given a Notice of Lease Termination (30 day notice) without being told by San Angelo PHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure; specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or San Angelo PHA employees; any alcohol or drug-related criminal activity on or off the premises; or if the tenant exhibits a pattern of behavior inconsistent with lease terms. **[24 CFR § 966.4 (1) (3) and Housing Opportunity Program Extension Act of 1996].**

(b) Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by Certified Mail. Return of the Certified Mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.

(c) The Notice shall include a statement describing the resident's right to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

2. One-Strike Policy and Procedures

Purpose of One-Strike Policy

Public and other federally assisted housing are intended to provide a place to live and raise families-not a place to commit crime, use or sell drugs, or terrorize neighbors. It is the intention of the HA to fully endorse and implement a policy

which is designed to:

1. create and maintain a safe and drug-free community;

2. keep our residents free from threats to personal or family safety;

3. support parental efforts to instill values of personal responsibility and hard work;

4. maintain an environment where children can live safely, learn and grow up to be productive citizens; and

5. assist families in their vocational/educational goals in the pursuit of self- sufficiency.

Administration of One-Strike Policy

1. All screening and eviction procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or any other legally-protected group, and not to violate right to privacy.

2. To the maximum extent possible, the agency will involve other community and governmental entities, as well as resident organizations, in the promotion and enforcement of this policy.

3. This policy will be posted on the agency's bulletin board and copies will be made readily available to residents and/or applicants on request.

Screening of Applicants Under One-Strike Policy

1. In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, this agency will endeavor to screen applicants as thoroughly and fairly as possible.

2. Such screening will apply to all members of the household who are eighteen (18) years of age or older.

3. Pursuant to the Housing Opportunity Program Extension Act of 1996, a criminal history report will be obtained from the local law

enforcement agency(ies).

- For all applicable household members, the members will submit to a law enforcement agency the following: name, sex, race, and date of birth, SS number and driver's license number. The cost of the report will be reimbursed to the family on 1st. month rent if the family is housed. Those applicants who do not get housed, reimbursement will be by check upon presentation of proof of payment for report.
- Based on the identifying information submitted, the law enforcement agency will provide the agency with any criminal history conviction record information and outstanding warrants that are found on the DPS Computerized Criminal History database and the Texas Crime Information Center.

- DPS will also search the National Crime Information Center (NCIC) for criminal information outside of Texas. If a record exists, DPS will notify the agency that such information was found, but will not provide the agency with a copy of the information. If the person disputes or contests the criminal history report received by the agency, this agency may at this time, determine that a fingerprint check is necessary. In no case will the applicant be charged for the cost of criminal history checks.

4. If information is revealed in the criminal history record that would cause the agency to deny housing to the household, the agency will provide a copy of the record to the person for whom the record was received.

5. If the person disputes the information, he/she shall be given an opportunity for an informal hearing according to the agency's hearing procedures outlined in the Admissions and Occupancy Policy.

6. Evidence of drug-related and/or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall be considered grounds for denial of housing. Drug-related activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance.

7. Reasonable cause (e.g., information from a criminal history report, information from former landlords or neighbors) to believe that a person's pattern of alcohol abuse would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall also be considered grounds for denial of housing.

8. In both 6 and 7 above, the agency may waive its policy of prohibiting admission if the person demonstrates to the agency's satisfaction that he/she is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

    a. has successfully completed a supervised rehabilitation program.

    b. has otherwise been rehabilitated successfully; or

    c. is currently participating in a supervised rehabilitation program.

9. Persons evicted from Public Housing, Indian Housing, Section 23, or any Section 8, Voucher, Mod-Rehab 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. This may be waived if:

    a. a person demonstrates successful completion of a rehabilitation program approved by the agency; or

    b. the circumstances leading to the eviction no longer exist (e.g., the individual involved in drugs is no longer a household member because of incarceration).

10. In evaluating evidence of negative past behavior, the agency will give fair consideration to the seriousness of the activity with the respect to how it would affect other residents, and/or the likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

11. If, at any time during occupancy, the agency has reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaging in drug-related or other criminal activity which would pose a threat to the health,

safety or right to peaceful enjoyment of the premises by other residents or agency employees, the agency may run a subsequent criminal check on that household member.

12. The agency will also require a criminal history on any individual or individuals age eighteen (18) or older who are added to the lease after initial occupancy.

13. Records Management For One-Strike Policy

    a. All criminal reports received will be maintained confidentially, not misused, or improperly disseminated, and the utmost security will be maintained.
    b. All criminal reports, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the Executive Director.

    c. Misuse of the above information by any employee will be grounds for termination of employment. Legal penalties for misuse are contained in the Section 411.08 of the Texas Government Code.

    d. If the applicant is determined to be eligible, the criminal history report shall be shredded as soon as the applicant is housed. If the applicant is denied housing, the criminal history report shall be shredded immediately upon completion of the hearing or due process procedures and a final decision has been made.

    e. The agency will document in the applicant's file the circumstances of the criminal report and the date the report was destroyed.

Enforcement of One-Strike Policy Through Evictions

1. The provisions of this policy shall also be reflected in the terms and conditions of the lease agreement for all residents of public housing. The agency shall enforce this "one-strike" policy with a "zero-tolerance" position for all residents of public housing with respect to drug-related and/or other criminal activity that would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees.

a. Such activity by a **Household Member** shall be grounds for eviction, whether committed **ON** or **OFF THE PREMISES** of the agency.

b. Such activity by a **GUEST** of the household may also be grounds for eviction of the household if such activity occurs **ON THE PREMISES** of the agency.

Since eviction is a civil, not a criminal matter, a criminal conviction or arrest is **not** necessary in order to terminate a lease and evict a household; but, the agency shall be responsible for producing evidence strong enough to warrant eviction.

Among the crimes that threaten the health, safety, or right to peaceful enjoyment of the premises are:

a. Crimes of violence (e.g., murder, battery, assault);

b. Crimes against property (e.g., burglary, larceny, robbery);

c. Crimes that impose financial cost (e.g., vandalism, arson);

d. A pattern of alcohol and/or drug abuse; and

e. Crimes that involve disturbing the peace (e.g. disorderly conduct, noise ordinance violation).

The agency has the authority to ban (prohibit by law) any individual or group, who is in violation of our **"One Strike Policy**.**"** Once the agency becomes aware (e.g., newspaper articles, credible informants, police reports) that a **guest** or **family member**, not residing on the property, has been indicted/convicted of drug, alcohol consumption and/or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by residents, then the individual in violation will be **automatically and permanently banned** from the agency property.

2. A pattern of alcohol abuse which poses a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall also be considered grounds for immediate eviction.

3. According to the Due Process Determination of the Department of Housing and Urban Development, the agency's GRIEVANCE PROCEDURE is not applicable for:

a. evictions related to any activity, not just criminal activity, which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents; or

b. evictions related to any drug-related criminal activity ON OR OFF agency premises, not just "on or near" the premises

B. Record keeping Requirements for Terminations

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

1. Name of resident, number and identification of unit occupied;

2. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;

3. Specific reason(s) for the Notices, with section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;

4. Date and method of notifying resident;

5. Summaries of any conferences held with the resident including dates, names of conference participants and conclusions.

IX. Utilities

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

A. Resident-Paid Utilities

The following requirements apply to residents living in or applicants being admitted to developments.

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.

2. When a resident's Total Tenant Payment is less than the utility allowance, San Angelo PHA will pay a utility reimbursement, equal to the difference

between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf or credited to the Resident's accounts receivable balance. In no case will reimbursement be paid to the resident.

3. When the supplier of utilities offer a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.

4. If a resident or applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, resident/applicant will not be permitted to move into a unit with resident-paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be permitted to a unit with resident-paid utilities.

5. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

B. <u>Utility Allowances</u>

If the cost of utilities (except telephone and television cable) and other housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by the Authority or HUD (24 CFR Part 965) of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment will be allowed. The schedule of utility allowances is attached. This utility allowance is subject to change with PHA Board approval.

X. <u>Ceiling Rents</u>

[See PIH Notice # 92-8 and Federal Register Vol. 54, No. 49, 3/15/89, and Vol. 56, No. 241, 12/16/91]

A. <u>Intent and Purpose</u>

Ceiling rents are intended to provide an incentive to remain in public housing to families whose incomes have increased to the point that an income-based rent (Total Tenant Payment as established in **24 CFR 913.107)** is unreasonable for the housing being provided. Use of ceiling rents by the HA is optional and is not currently being implemented by the HA.

B. Determining the Need for Ceiling Rents

The need for ceiling rents will be demonstrated in two ways:

1. Resident families pay an income-based rent in an amount greater than the Section 8 Fair Market Rent (FMR) for a comparably-sized unit; or

2. Resident families pay an income-based rent in an amount greater than comparable unassisted rental housing as determined by the San Angelo PHA. (Comparable means of similar age, amenities, design, and size in the same market area). This situation is applicable only when San Angelo PHA determines by market survey that the Section 8 FMR's do not reflect the fair value of some or all PHA units.

3. The San Angelo PHA is not using ceiling rents at this time, but reserves the right to establish ceiling rents if necessary.

C. Establishing Ceiling Rents

San Angelo PHA retains the option, with HUD approval, to establish ceiling rents for all dwelling units in a particular development, for one or more classes of units under management (e.g. all three bedroom units) or inventory-wide. Ceiling rents for a class of units will be based on the unit type, size, location or some other characteristic that is unit-based. Classification of ceiling rent units will not be resident based, that is, applicable to particular families because of their personal circumstances, rather Ceiling Rents will be based on the characteristics of the dwelling units occupied.

San Angelo PHA retains the right to revoke or raise ceiling rents at any time after giving reasonable notice to the affected tenants.

D. Calculating Ceiling Rents

1. San Angelo PHA will follow the procedures established by HUD Notice PIH 92-8 (except that this notice has been superseded with respect to the time limit. Since the 1992 Housing Act, there has been no time limit on ceiling rents). San Angelo PHA will determine the minimum ceiling rent that can be established for a unit (the total average monthly amount for debt service and operating expenses applicable to the unit).

2. Tenants will be charged the greater of:

   (a) the minimum ceiling rent as calculated by San Angelo PHA; or

(b) the current Section 8 Fair Market Rent for comparably sized existing housing; **unless** HA has determined, based on a market survey, that the FMRs substantially exceed or understate the fair rental value of some or all San Angelo PHA's units

(c) In the event of an "inaccurate" FMR as described in (b) above, San Angelo PHA will charge the greater of: the minimum ceiling rent as calculated by the San Angelo PHA or an amount equal to comparable unassisted rental housing in the area if approved by HUD.

E. What the Resident Pays

Tenants in units where ceiling rents are in effect shall pay the lower of the ceiling rent as established in Section D above, or the income based rent. (Total Tenant Payment, TTP, as established in **24 CFR 913.107**.)

F. Ceiling Rent Adjustments

1. Ceiling rents will be adjusted to reflect the most recent Section 8 FMR as published annually by HUD in the Federal Register, unless market surveys continue to show Section 8 FMR's substantially exceed or understate public housing rental values.

2. The minimum ceiling rent as calculated by San Angelo PHA will be adjusted annually to reflect operating expenses as reported on the Statement of Operating Receipts and Expenditures as of the end of the most recent fiscal year.

G. Ceiling Rent for Employees Living At Housing Sites

Resolution Number 8-1991 established ceiling rent for tenant employees living in any of the PHA housing units at $150.00 per month. The rent level would be re-evaluated should the employee become terminated from PHA employment.

XI. Definitions and Procedures To Be Used In Determining Income And Rent

A. Annual Income (24 CFR 913.106)

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of

income. Annual income includes, but is not limited to:

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

2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

   If the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook saving 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 a lump sum payment for the delayed start of a periodic payment for other than social security or SSI. [See B. 14 below for treatment of lump sum payments for the delayed or deferred periodic payment of social security or supplemental security income benefits.]

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (But see paragraph B.3. below concerning treatment of lump-sum additions as Family assets.);

6. All welfare assistance payments received by or on behalf of any family member. See **24 CFR § 913.106 (b)(6)** for welfare rules applicable to "as-paid" States;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members;

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B.7. below concerning pay for exposure to hostile fire).

B. <u>Items Not Included In Annual Income</u> [24 CFR § 913.106]

Annual Income does not include the following:

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

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, and settlement for personal property losses; (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

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

4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member;

5. Income of a live-in aide, provided the person meets the definition of a live-in aide (see Section 8 of these policies);

6. The full amount of student financial assistance paid directly to the student or the educational institution. **(FR Vol. 60, # 65/5 April 1995)**

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. Certain types of income related to training:

   (a) Amounts received under HUD-funded training programs (e.g., Step-up program; excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);

   (b) Amounts received by a person with disabilities that are disregarded for a

limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

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

(d) A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time. **(FR Vol. 60, # 65/5 April 1995)**

(e) Compensation from State or local employment training programs and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA. **(FR Vol. 60, # 65/5 April 1995)**

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

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse); **(FR Vol. 60, # 65/5 April 1995)**

12. Adoption assistance payments in excess of $480 per adopted child; **(FR Vol. 50, # 65/5 April 1995)**

13. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), OR any comparable Federal, State or local law during the exclusion period. **(FR Vol. 60, # 65/5 April 1995).** For purposes of this paragraph, the following definitions apply:

(a) **<u>Comparable Federal, State or local law</u>** means a program providing employment training and supportive services that: (i) is authorized by a Federal, State or local law; (ii) is funded by the Federal, State or local

government; (iii) is operated or administered by a public agency; and (iv) has as its objective to assist participants in acquiring employment skills.

(b) **Exclusion period** means the period during which the resident participates in a program described in this section **PLUS** 18 months from the date the resident begins the first job acquired by the resident after completion of such program that **IS NOT** funded by public housing assistance under the U.S. Housing Act of 1937 (42 U.S.C. 1437 et seq.). If the resident is terminated from employment without good cause, the exclusion period shall end.

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

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.

15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit. **(FR Vol. 60, # 65/5 April 1995)**

16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home **(FR Vol. 60, # 65/5 April 1995)**

17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary).

The following is a list of benefits excluded by other Federal Statutes as of 3 August 1993 **[FR Vol. 58, #147]**:

- 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)].**

- Payments to volunteers under the Domestic Volunteer Service Act of 1973 **[42 U.S.C. 5044 (g), 5088].**

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

---the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

---National Volunteer Anti-poverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

---Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- The first $2,000 of payments received under the Alaska Native Claims Settlement Act **[43 U.S.C. 1626 (a)].**

- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. **[25 U.S.C. 459(e)].**

- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program **[42 U.S.C. 8624 (f)].**

- Payments received under programs funded in whole or in part under the Job Training Partnership Act **[29 U.S.C. 1552 (b)]**

- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians **(Pub. L. 94-540, 90 State 2503-04);**

- The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **(25 U.S.C. 1407-08),** or from funds held in trust for an Indian Tribe by the Secretary of Interior **[25 U.S.C. 117b, 1407]**; and

- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs **[20 U.S.C. 1087uu].**

  ---Examples of Title IV programs include, but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- Payments received from programs funded under Title V of the Older Americans Act of 1965 **[42 U.S.C. 3056 (f)].**

  ---Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the *In Re Orange* product liability litigation, **M.D.L. No 381 (E.D.N.Y.).**

- Payments received under the Maine Indian Claims Settlement Act of 1980 **(Pub. L. 96-420, 94 Stat. 1785).**

- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care: under the Child Care and Development Block Grant Act of 1990 **(42 U.S.C. 9858 q).**

- Earned income tax credit refund payments received on or after January 1, 1991 **[26 U.S.C. 32(j)].**

C. <u>Anticipating Annual Income</u> [24 CFR 913.106 (d)]

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

D. <u>Adjusted Income</u> (24 CFR 913.102)

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

<u>For All Families</u>

1. **Child Care Expenses**--A deduction of amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period

for which Annual Income is computed.

BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by San Angelo PHA when the expense is incurred to permit education or to seek employment.

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

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

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

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

   (b) <u>For elderly families with medical expenses:</u> the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) **PLUS** medical expenses as defined below:

<u>For elderly and disabled families only:</u>

4. **Medical Expense Deduction**--A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual

Income is computed.

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

(a) For elderly families with handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

(b) For elderly families with both handicapped and medical expenses: The amount of the deduction is calculated as described in paragraph 3 (b) above.

5. **Elderly/Disabled Household Exemption**--An exemption of $400 per household, see Definitions in next section.

E. Rent Computations

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will be paid to the utility company on the Resident's behalf or credited to the Resident's accounts receivable balance. In no case will the reimbursement be paid directly to the Resident.

2. Total Tenant Payment is the highest of:

- 30% of adjusted monthly income; or
- 10% of monthly income; or
- Welfare rent, (applicable only in Welfare rent states) defined as the part of a family's monthly welfare payment, adjusted in accordance with the family's actual housing costs, that is specifically designated by the Welfare agency to meet monthly housing costs. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the

amount considered being welfare rent shall be the amount resulting from one application of the percentage.

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

F. Earned Income Disallowance (EID) § (24 CFR Part 960.255) Self-sufficiency incentives—Disallowance of increase in annual income.

(a) Definitions. The following definitions apply for purposes of this section.

Disallowance. Exclusion from annual income.

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

Qualified family. A family residing in public housing:

(i) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;

(ii) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

(iii) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance fro needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least $500.

(b) Disallowance of increase in annual income.
(1) Initial twelve month exclusion. During the cumulative twelve month month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income (as defined in § 5.609 of this title) of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.

(2) Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) Maximum four year disallowance. The disallowance of increased income of an individual family member as provided in paragraph (b)(1) or (b)(2) of this section is limited to a lifetime 48 month period. It only applies for a maximum of twelve months for disallowance under paragraph (b)(1) and a maximum of twelve months for disallowance under paragraph (b)(2), during the 48 month period starting from the initial exclusion under paragraph (b)(1) of this section.

(c) Inapplicability to admission. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

(d) Individual Savings Accounts. As an alternative to the disallowance of increases in income as a result of employment described in paragraph (b) of this section, a PHA may choose to provide for individual savings accounts for public housing residents who pay an income-based rent, in accordance with a written policy, which must include the following provisions:

(1) The PHA must advise the family that the savings account option is available;

(2) At the option of the family, the PHA must deposit in the savings account the total amount that would have been included in tenant rent payable to the PHA as a result of increased income that is disallowed in accordance with paragraph (b) of this section;

(3) Amounts deposited in a savings account may be withdrawn only for the purpose of:

(i) Purchasing a home;
(ii) Paying education costs of family members;
(iii) Moving out of public or assisted housing; or
(iv) Paying any other expense authorized by the PHA for the purpose of promoting the economic self-sufficiency of residents of public housing;

(4) The PHA must maintain the account in an interest bearing investment and must credit the family with the net interest income, and the PHA may not charge a fee for maintaining the account;

(5) At least annually the PHA must provide the family with a report on the status of the

account; and

(6) If the family moves out of public housing, the PHA shall pay the tenant any balance in the account, minus any amounts owed to the PHA.

XII. Public Housing Authority Policies

A. MINIMUM RENTS

Continuing Resolution (Public Law 104-99), Section, 5.616, passed February 1, 2000, requires Housing Authorities to charge families assisted under Low-Rent Public Housing a monthly "minimum rent" of not less than $0 or more than $50.00. The San Angelo Public Housing Board of Commissioners set the minimum Total Tenant Payment for the Low-Rent Program at $50.00 monthly (See Resolution No.15, December 16, 1999.) This is subject to change upon approval of PHA Board of Commissioners.

B. INCOME LIMITS

The income limits used by the Authority for admission to its sites are established by HUD. No minimum income limits are established. These limits are adjusted upon notification from HUD. (See attached Current Annual Income Limits at the back of this policy.)

C. SECURITY DEPOSITS

Each Family is required to pay a security deposit in an amount determined by the Authority. Payments must be made prior to occupancy, unless other arrangements are made. The security deposit will be returned to the tenant within thirty (30) days after move-out if the following conditions are met:

A. There is no unpaid rent and charges for which the tenant is liable under the lease or as a result of breaching the Lease;

B. The apartment and all equipment are left clean, and all trash and Family has removed debris;

C. There is no breakage or damage beyond that expected from normal wear and tear; and

D. The keys issued to the Family are turned in to the Authority office when the Family vacates the unit.

The security deposit may not be used to pay charges during occupancy.

The amount of the Security Deposit is currently set at $100.00 for families whose head of

household or spouse fall under the elderly heading (62 or older, handicapped or disabled) and $150.00 for non-elderly families.

D. INSPECTIONS

A. The dwelling unit and premises shall be inspected jointly by the applicant or tenant and Authority Staff. Both parties will agree on the condition of the unit by signing an inspection check-sheet. The Authority will keep the original check-sheet and a copy will be given to the tenant.

B. The inspection will serve as a guide in the determination of needed maintenance or repairs and to assess damage over and above normal wear and tear. Failure to maintain a safe, decent, and sanitary dwelling unit and premises may result in lease termination.

C. Inspections shall be made:

1. At move-in prior to occupancy

2. Periodically, Appropriate notice to the tenant shall be given prior to any inspection which shall be in accordance with the Lease. Follow-up inspections will be scheduled within three (3) days if housekeeping practices or other circumstances require.

3. At move-out, inspection shall be done with tenant, unless the tenant has previously vacated the unit and is unavailable. In the latter case, the Authority staff will conduct an independent inspection.

E. ABANDONMENT/ SEIZURE POLICY

ABANDONMENT AND ABANDONED PROPERTY

A. If the Resident and all household members are absent from the premises for seven (7) consecutive days during the Lease term or any renewal or extension period while rent is delinquent, the premises may be deemed by Management as abandoned if the inspection shows that all or most of the Resident's property has been removed and/or when one or more utilities have been terminated. If Resident and household members are absent from the leased premises for thirty (30) days, the apartment and property will be deemed abandoned.

B. Management may secure Resident's abandoned apartment against vandalism and attach a **Notice of Entry** to the door of said apartment. If there is no response to this Notice of Entry after forty-eight (48) hours or if all Resident's possessions have been removed,

Management will take possession of the apartment, provided that the rent still remains unpaid or utilities have been terminated.

RESIDENTIAL LANDLORD'S LIEN

A. A landlord of a single or multifamily residence has a lien for unpaid rent and other charges that are due. The lien attaches to nonexempt property that is in the residence or that the Resident has stored in a storage room.

B. A lien under Subchapter C of the Property Code does not attach to the following exemptions:

1. Wearing apparel
2. Tools, apparatus, and books of a trade or profession
3. Schoolbooks
4. A family library
5. Family portraits and pictures
6. One couch, two living room chairs, and a dining table and chairs
7. Beds and bedding
8. Kitchen furniture and utensils
9. Food and foodstuffs
10. Medicine and medical supplies
11. One automobile and one truck
12. Agricultural implements
13. Children's toys not commonly used by adults
14. Goods that the landlord or the landlord's agent knows are owned by a person other than the tenant or an occupant of the residence
15. Goods that the landlord or the landlord's agent knows are subject to a recorded chattel mortgage or financing agreement

ENFORCEABILITY OF CONTRACTUAL PROVISIONS

A. A contractual landlord's lien is not enforceable unless it is underlined or printed in conspicuous bold print in the lease agreement.

B. A provision of a lease that purports to waive or diminish a right, liability, or exemption of Subchapter C is void to the extent limited by this subchapter.

SEIZURE OF PROPERTY

A. The Housing Authority may not seize exempt property and may seize nonexempt property only if it is authorized by a written lease and can be accomplished without breach of the peace.

B. Immediately after seizing property under Subsection C (a) of the Property Code, the HA

will leave a written Notice of Entry and an itemized list of the items removed. The notice and list shall be left in a conspicuous place within the dwelling. The notice must state the amount of delinquent rent and the name, address, and telephone number of the person the resident may contact regarding the amount owed. The notice must also state that the property will be promptly returned on full payment of the delinquent rent.

C. Unless authorized in a written lease, the landlord is not entitled to collect a charge for packing, removing, or storing property seized.

D. If the tenant has abandoned the premises, the HA may remove its contents.

SALE OF PROPERTY

Any possessions left in Resident's abandoned apartment will be removed and stored by the HA at the expense of the Resident. There shall be no sale or disposition of any of the foregoing property except pursuant to this Lease as follows:

1. Any sale of Resident's seized property under this Lease shall take place only after a thirty (30) day written notice before the date of the sale is sent first class certified mail and return receipt requested to Resident at Resident's last known address.

    a. Date, time, and place of the sale
    b. Itemized account of the amount owed by the resident to the landlord
    c. Name, address, and telephone number of the person the resident may contact regarding the sale, the amount owed, and the right of the resident to redeem the property.

2. Sale will be public and subject to any recorded chattel mortgage or financing statement.

3. Sale shall be to the highest cash bidder.

4. Proceeds shall first be credited to cost of sale and then to indebtedness; and surplus shall be mailed to the Resident at his/her forwarding or last known address not later than the day after the date of the sale. The HA shall provide the resident with an accounting of all proceeds of the sale not later than the 30th day after the date on which the resident makes a written request for the accounting.

5. The resident may redeem the property at any time before the property is sold by paying the HA all delinquent rents and, if authorized in the written lease, all reasonable packing, moving, storage, and sale costs.

6. Nothing in this policy shall limit Management office of the PHA's right to

immediately dispose of trash or other property appearing to have no value.

7. Pet removal will be pursuant to the Pet Policy.

VIOLATION BY HOUSING AUTHORITY

If the HA willfully violates this policy, the resident is entitled to:

A. Actual damages, return of any property seized that has not been sold, return of the proceeds of any sale of seized property, and one month's rent or $ 500.00, whichever is greater, less any amount for which the resident is liable; and

B. Reasonable attorney's fees.

RESIDENT MAY REPLEVY

At any time before judgment in a suit for unpaid rent, the resident may claim any of the property that has been seized through legal action in the Courts (Replevying), if the property has not been claimed or sold, by posting a bond in an amount approved by the court, payable to the landlord, and conditioned that if the landlord prevails in the suit, the amount of the judgment rendered and any costs assessed against the resident shall be first satisfied, to the extent possible, out of the bond.

Public Housing Authority of San Angelo, Texas
115 West 1st Street, PO Box 1751
San Angelo TX 76902-1751
(915) 657-4226 TDD (915) 655-7033 Fax (915) 658-6781

NOTICE OF ENTRY

DATE _____

TO WHOM IT MAY CONCERN:

As of this date, Apartment No._____ is declared ABANDONED.

ANYONE entering premises without permission from Management of this Housing Authority will be filed on and prosecuted for breaking and entering.

The keys to this apartment are located at the ACM office located at: 2621 Junius Street, San Angelo, Texas.

Management

F. BANNING POLICY

Management may regulate, limit or prohibit from Housing Authority property family members, guests, or non-residents who have been disturbing other residents, violating the Lease, Management Policies, or is considered non-desirable.

All household members evicted for violation of One-Strike Policies will be banned from PHA property.

BANNING ORDERS

Banning Orders will be issued for any and all persons considered non-desirable. All household members evicted for violation of the One-Strike Policy, prior residents and/or guests, and non-residents considered non-desirable will be banned from or near (within 1,000 feet) PHA property. This includes non-resident family members such as sons and daughters, grandchildren, etc.
Those names on the PHA banned list will be mailed to the residents, posted on the grounds, at the management offices, Sheriff and Police departments, and in the newspaper. Return signature mail will be required when the notice is sent to a resident family to whom the non-desirable is known to live or visit. Anyone breaking the ban will be considered to be trespassing and will be prosecuted by the law.

AUTHORIZED MEMBERS OF RESIDENT HOUSEHOLD

The resident family is required to include on the Lease only those names of persons living in the leased unit. All other names must be removed from the lease by written request from the Resident. All names to be added to the Lease are to be requested in writing by the Resident and approved by Management prior to person residing in the unit. Any non-desirables will not be approved for admission to the lease/unit. If members listed on the Lease have not been removed by written request of the Resident, then those members will be considered resident members and will stand in eviction process for family of a non-desirable.

PLACARD

When a resident family is evicted for violation of the One-Strike Policy, a large, red placard will be placed in the window of that unit to provide residents the information that any and all of that family are considered banned by the PHA and are not to be allowed on the premises from that day forward.

EVICTION

Violation of the Banning Order with participation or knowledge of any resident is grounds for Lease termination and eviction from the premises.

GRIEVANCE

All residents have the right to a Grievance Hearing if they do not agree with the banning notice unless it falls under the One-Strike Policy.

G. CURFEW POLICY

State and Local Laws will be adhered to.

(a) Except when accompanied by a responsible adult (parents, grandparents, legal guardian, etc) minors between the ages 1 and 17 **must** be at their dwelling unit by 10:00 p.m. each night.

(b) All Residents and Guests of any age must not disturb their neighbors with loud noise(s) after 10:00 p.m. on a day-to-day basis.

(c) Consideration for neighbors who work or attend classes and your children's well-being is the reason for this curfew.

(d) **NO EXCEPTIONS:** Failure to comply may result in eviction.

H. COMPLAINTS OF DISCRIMINATION

A Fair Housing and Equal Opportunity poster containing information on filing complaints with HUD by those persons believing themselves to be subjects of discrimination will be posted conspicuously in PHA office(s) for public information and inspection.

I. & J.
EVICTION AND COLLECTION POLICIES AND PROCEDURES

RENT:

Rent is due and payable in advance without notice at the PHA Office, 2621 Junius, ACM Building, or designated address, on the first (1st) day of each month. If not received by the close of business on the fifth (5th) day of the month, and the resident has not contacted the Authority, we will mail or deliver the 1st notice, (Delinquent Rent and First notice of Lease Termination) to the residents' address in a sealed envelope. (See Form Letter, Example #1). The letter states that a $5.00 late charge has been assessed and also reminds the resident of lease obligations and penalties stated in the Dwelling Lease. If a resident has not paid the rent by the close of business on the tenth (10th) day, a second notice (Delinquent Rent and Second Notice of Lease Termination) will be sent and another $5.00 late charge will be assessed. (See Form Letter, Example #2). This letter also reminds the resident of lease obligations, and explains again the penalties stated in the Dwelling Lease. Both of the above letters are not only late charge letters, but they also are groundwork for eviction proceedings. By the close of business on the nineteenth (19th) day of the month, if a payment agreement is not worked out, a third (3rd) letter of collection (Delinquent Rent and Third Notice of Lease Termination), will be sent out terminating the residents' Lease by the last day of that current month, giving a proper thirty-day notice of lease termination. The resident will be obligated to pay the rent, lawn, damages, late charges, eviction costs and court costs incurred in serving the petition. On the first (1st) day of the second month, a three (3) day notice to vacate will be hand delivered to the residents' address and demand made for the unit by the third (3rd) day of that month. If all notices are ignored, a petition, Forcible Entry and Detainer, will be filed in Justice Court, with the JP presiding over that precinct. Once the eviction has been filed, no payments on past due or current rent will be accepted from the resident until the case is settled. If the resident has not moved as so ordered by the JP Court, then another petition will be filed (Writ of Possession) to physically move the resident off of the Housing Authority's Property. A term of the agreement is the obligation of the resident to make future rent payments in accordance with the lease provisions. Failure to make such timely future rent payments or to comply with the Lease Agreement shall be grounds for termination of the lease without going the five-day grace period in the notice procedures set forth above, or as deemed appropriate on the authority of the Executive Director. All terminations shall be in accordance with the requirements of the Lease, State Law, and Federal Regulations.

CHARGES OTHER THAN RENT:

The above collection policy and procedures are modified with respect to charges other than rent. Charges other than rent, such as tenant-caused damages and abuse, shall not become due and collectible until the first day of the second month following the month during which the charges are incurred. After the work-order has been finished, the itemized charges will be stated in a letter and a copy of the work-order will be mailed to the tenant. Those documents will explain each charge and total amount due, and the personal letter will explain that the charges will be included in the rent amount when the next month's rental payment becomes due. If the charges are too much for the tenant to pay in a lump sum, then the tenant and Executive Director or the authorized PHA representative will enter into an agreement for the amount owed, then the original work-order is marked paid and filed in the tenants' folder, along with all back up documents deemed necessary. (PLEASE NOTE: The original installment agreement becomes a

permanent part of the tenants' file along with the original work-order and copy of the 30-day Notice of Termination of Lease).

K. PET POLICY

INTRODUCTION

This policy is developed in accordance with The Quality Housing and Work Responsibility Act of 1998, with an effective date October 1, 1999.

The purpose of this policy is to establish the Public Housing Authority's (PHA's) policy and procedures for ownership of pets in elderly, disabled, and family units, and to ensure that no applicant or resident id discriminated against regarding admission or continued occupancy ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Housing Authority of the City of San Angelo, Texas, (SAHA).

HUD's recent pet policy provides that no owner or manager of housing for the elderly, families or handicapped may as a condition of tenancy or otherwise, prohibit or prevent tenants of such housing from owning or keeping common household pets in their units, or restrict or discriminate against persons in connection with admission to, or continued occupancy of, such housing because they own common household pets.

Please be informed that the keeping of common household pets is permitted. The above related non-discrimination provisions apply to all elderly and family tenants. The definition of common household pets includes dogs, cats, birds, fish, rabbits, and the only allowable reptile is a turtle. HUD has set a deposit limit of $300.00 for pets. The adopted pet deposit is $ 200.00 for the San Angelo Public Housing Authority. (See Resolution No. 4, March 11, 1987 and Part III of Residential Lease: Pet Policy). The San Angelo PHA does not at this time plan on increasing its pet deposit, but it is subject to change by PHA Board approval.

The new rules do not apply to animals that are used to assist the handicapped. All pets must be inoculated in accordance with State and City laws. All pets must be registered at the PHA office before they are brought onto the project premises. The registration must be updated annually at reexamination time.

Registration will include a certificate signed by a licensed veterinarian or State or local authority empowered to inoculate animals stating that the pet has received all inoculations required by local law; information sufficient to identify the pet and to demonstrate that it is a common household pet; and the name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

A. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

An exception from the general pet rules will be made to assist persons with disabilities.
A Tenant/Pet owner, under this exception, must certify:

1) That there is a person with disabilities in the household;
2) If applicable, that the animal has been trained to assist with the specified disability;
3) That the animal actually assists the person with the disability.

B. MANAGEMENT APPROVAL OF PETS

The San Angelo Housing Authority (SAHA) Management must approve all pets in advance.
The pet owner must submit an application to keep a pet, pay all applicable fees/deposits, and enter into written Pet Agreement with the SAHA.

Registration of Pets

1) Pets must be registered with the SAHA and deposit paid before the pet is brought onto the premises.
2) The pet must be registered with the SAHA annually thereafter, Registration Includes:

   Certificate signed by a licensed veterinarian or designated state or local Authority or agent, stating that the pet has received all inoculations required by law.

   Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests and, in the case of dogs and cats, is spayed or neutered.

   Sufficient information to identify pet and demonstrate it is a common household pet.

   Name, address, and phone number of one or more responsible parties to care for the pet if the owner dies, is incapacitated or unable to care for the pet.

   Execution of a Pet Agreement, stating that the tenant accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable state and local laws and regulations.

   Pets must be licensed in accordance with applicable state and local laws and regulations.

   Registration must be renewed and will be coordinated with the annual re-certification date and proof of license and inoculation will be submitted at least 30 days prior to annual re-examination.

   Approval for keeping of a pet shall not be extended until the requirements specified above have been met, and in no event will approval of other than the common household pets be extended.

Refusal to Register Pets

The SAHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the SAHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with Housing and Urban Development's
(HUD's) notice requirements.

The SAHA will refuse to register a pet if:

The pet is not a common household pet as defined in this policy;
Keeping the pet would violate any House Pet Rules;
The SAHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other Lease obligations.
The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provision of the Lease.

The notice of refusal may be combined with a notice of a pet violation. A Tenant who cares for another Tenant's pet must notify the SAHA and agree to abide by all the pet rules in writing.

C. STANDARD FOR PETS

Types of Pets Allowed
The following types of pets are the only pets that will be allowed. Tenant will be permitted to only one four-legged, warm-blooded pet.

1). Dogs:

Maximum number: one (1)
Maximum adult weight: 20 pounds
Must be housebroken
Must be indoor pet
Must be spayed or neutered
Must have all required inoculations and documentation
Must be licensed as specified now or in the future by State Law or Local Ordinance

2). Cats:

Maximum number: one (1)
Maximum adult weight: 20 pounds
Must be spayed or neutered
Must have all required inoculations and documentation
Must be trained to use litter box or other appropriate waste receptacle
Must be license as specified now or in the future by State Law or Local Ordinance

3). Birds:

Maximum number: two (2)
Must be enclosed inside a cage at all times

4). Fish:

Maximum aquarium size: 20 gallons
Must be maintained on approved stand

5). Rodents: (only guinea pig, hamster or gerbil)

Maximum number: one (1)
Must be enclosed inside an acceptable and appropriate cage at all times
Must have any or all inoculations as specified now or in the future by State Law or Local Ordinance

6). Turtles:

Maximum number: one (1)
Must be enclosed in an appropriate cage or container at all times

7). No Reptiles: (except for turtle) No lizards, snakes, crocodilians and the tuatara, or any of the various animals that crawl or creep.

Prohibited pets include but are not limited to:

Pot bellied pigs
Bull dogs of any kind
German Shepherds
Doberman Pinschers
Chows
Great Danes
Rottweilers
Live stock or farm animals of any kind
Monkeys

D. PETS TEMPORARILY ON THE PREMISES

Pets, which are not owned by a Tenant, will not be allowed.
Tenants are prohibited from feeding or harboring stray animals.
State or Local Laws governing pets temporarily in dwelling Accommodations shall prevail.

E. DESIGNATION OF PETS AREAS

Pets must be maintained within the resident's unit. When outside of the Unit (within the building or on the grounds) dogs and cats must be kept

on a leash or carried and under the control of the tenant (at least 10 years old) or other responsible individual at all times.
Pets are not permitted in common areas, which include: Laundry rooms, Community rooms, playground area, or general office area.
Tenants/Pet owners are permitted to exercise pets or permit pets to Deposit waste on the outer perimeter of complex premises.

F. **ADDITIONAL FEES AND DEPOSITS FOR PETS**

Tenants Responsibilities:
All tenants with animals must agree to pay:

A refundable Pet Deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat; and
A non-refundable fee to cover reasonable operating costs to the project relating to the presence of pets.
Tenants must pay a refundable Pet Deposit of $100.00.
The expense of de-infestation of fleas/ticks in the Tenant/Pet Owner's house/apartment shall be as an expense and responsibility for the tenant/pet owner of $100.00 non-refundable fee.

L. MAINTENANCE PLAN

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MAINTENANCE PLAN

Scope of Maintenance Operations

The Maintenance Plan is a comprehensive annual plan of the PHA's maintenance operations that contain the fiscal year's estimated work schedule and which is supported by a staffing plan, contract schedule, materials and procurement plan, training, and approved budget. The plan establishes a strategy for meeting the goals and time frames of the facilities management, planning and execution, capital improvements, utilities, energy conservation activities, and PHMAP goals.

Managing maintenance is a major role for the Housing Authority. The number of housing units in the PHA's inventory determines the complexity of the job, the age of the units, the characteristics of the families in occupancy and the location of the units. Our maintenance operation will provide for:

1. A Preventive Maintenance Program;
2. A timely response by Maintenance Staff to emergencies;
3. A work order system organized by type of work;
4. A minimal backlog of maintenance work orders;
5. A Maintenance Staff appropriately utilized, trained, staffed and supervised;
6. A routine Maintenance Program including regular janitorial services;
7. Cyclical painting of all units;
8. Regular servicing of mechanical systems;
9. Supervision of maintenance work carried out by private contractors;
10. Unit inspections carried out annually for occupied units as well as upon move-in and move-out; and
11. Grounds maintenance

This Maintenance Plan outlines policy and procedures, which provide for the effective performance of these functions by the PHA Maintenance Staff.

The importance of quality maintenance performed in a timely fashion cannot be over-emphasized as a priority for the PHA. PHMAP scores are derived from performance records and quality of staff performance will be reflected in these scores. Systematic and prudent maintenance keeps the Authority's physical plant in good state of repair and extends its useful life. This results in lower operating and upkeep cost. A competent Maintenance Program also enhances tenant satisfaction and encourages tenant cooperation. Good exterior upkeep on buildings and grounds is a significant factor in marketing vacant units and in public relations with the overall community.

The performance standards established for the maintenance functions are:

1. Respond to tenant- generated service requests within three (3) days maximum;
2. Respond to emergency service requests on the same day as received--within 24-hour maximum;
3. Adhere to a documented Preventive Maintenance Program;
4. Inspect all units for Preventive Maintenance annually;
5. Complete all scheduled Preventive Maintenance inspections in a timely fashion;
6. Adopt and adhere to a cyclical painting program;
7. Prepare vacant units for occupancy within fourteen (14) days maximum;
8. Provide maintenance employees with access to all necessary tools, equipment, supplies, and materials.

Problems and discussions pertaining to Residents will stay in the office and will not be discussed with other residents, general public, friends or family.

The Maintenance Staff plays a vital role in the management of PHA properties. The function and responsibility of the Maintenance Staff is to preserve the physical assets of the PHA and to provide services to PHA tenants that allow them to live in decent, safe, and sanitary housing.

Maintenance costs in the Housing Authority's budget are often the largest expense items. This amount is usually directly proportional to the age of the units. However, these costs can be minimized and actually reduced through proper preventive maintenance and good overall maintenance planning, including rapid make-ready of vacant units and reduction of turnover due to satisfied residents.

I. Maintenance Priorities

A. Policy

In order to effectively maintain the physical condition of PHA properties, it is necessary to set certain priorities so that more urgent requirements can take precedence over routine needs. Maintenance work shall be according to the following priority of work order categories:

1. Emergency maintenance

2. Vacant Units Turnover
3. Tenant Maintenance
4. Unit Inspection Maintenance
5. Planned/Preventive Maintenance

B. Procedures

The Maintenance Staff will review all work orders on hand at the beginning of each workday, evaluate and prioritize them for completion in the order described above.

During the course of each workday, current work requests must be evaluated and categorized by PHA staff as to priority. Current evaluations may require a re-scheduling of the day's workload to accomplish all work within the established priorities. The ordering of all work within the established priority does not excuse failure to attain the maintenance performance standards.

1. Maintenance personnel will routinely pick up work orders at: 8:30 a.m. each morning and at 1:30 p.m. each afternoon.
2. Any time throughout the day that staff is near or at the office, they will check for additional work orders.
3. Each work order will be completed with all pertinent information as required on the work order.
4. If maintenance staff is in a unit or at an exterior site of a unit, notice must be made of any other possible needed repairs that have not been reported on the work order that is being processed. These repairs will be done at the time staff is there and will be added to the work order.
5. Make note, while you are in a housing unit or site, of excessive poor housekeeping habits or dangers, of children left unattended, excessive damages or repeated damages, and infestation. Note these on the work order and notify PHA office immediately.
6. Schedule exterminations as needed.
7. In case of repairs on ranges, etc., if the range is too dirty to work on, notify resident that they have 24 hours in which to clean the range so the work order can be processed. If cleaning is not completed within 24 hours, then cleaning crew will clean it at resident's expense. (In case of an emergency work order, this must be disregarded until danger is abated).
8. For any work order for gas leaks or gas odors, etc., a copy of the completed work order MUST be put in the gas complaint file.
9. Turn completed work orders in at 12:00 noon and at 5:00 p.m. Emergency work order will be turned in immediately upon completion.
10. If a tenant calls an unauthorized person (repairman, electrician, plumber, etc.) to work on their apartment or appliances, etc., and it was not an emergency for which a maintenance staff was unable to tend, the cost of that repair will be charged to that resident by the unauthorized person who came out. The Housing

Authority WILL NOT be liable for the cost.

C. Categories of Work Orders

1. Emergency Work Orders--from any source

Emergency work items are those that, if not repaired promptly, could pose an immediate threat to life, health, safety, or property; or that are related to fire safety. Included under this priority are: broken gas lines or leaks, fires, loss of power, broken water lines, exposed electrical lines, loose ceilings, no heat (when outside temperature is less than 40 degrees F), broken door locks, or other conditions that might cause harm to the tenant or others, or damage to property.

Emergency work will be accomplished during the current workday.

Emergency Status Abated means that an emergency work order is either fully completed, or the emergency condition is temporarily eliminated and no longer poses an immediate threat. If the work cannot be completed, transferring the resident away from the emergency situation can abate emergency status.

2. Tenant Service Maintenance

Included in this category is all work items initiated as a result of tenant request. These may include electrical or plumbing repairs, fixing broken windowpanes and floor tiles, etc. Tenant Service Maintenance is to be performed within three (3) working days.

3. Turnover of Vacant Units

Make-ready time is the number of calendar days between the date the unit is referred to maintenance for repair by a work order and PHA office staff is notified that the unit is ready for re-occupancy.

Maintenance Staff shall make all vacant units requiring only minor rehabilitation ready within fourteen (14) days. Criteria for classifying units as needing rehabilitation can be found in Section V. A vacant unit turn-around work order is a work order issued that directs a vacant unit to be made ready to lease to a new resident and reflects all work items to prepare the unit for occupancy.

4. Unit Inspection

Unit Inspection work orders are those generated as part of the Preventive Maintenance Program and include both work orders issued for the initial inspection of a unit as well as work orders issued as a result of the inspection.

5. Preventive/Planned Maintenance

The Preventive/Planned Maintenance Program is a program under which certain maintenance procedures are systematically performed at regular intervals to prevent premature deterioration or breakdown of units, buildings or systems. The program is developed and regularly updated by the PHA, and fully documents what work is to be performed and at what intervals. The program includes a system for tracking the performance of preventive maintenance work.

Preventive/Planned Maintenance work orders are those automatically generated to assure completion of all necessary non-dwelling unit scheduled maintenance. This includes janitorial work, painting, and scheduled maintenance tasks.

a. **Major Systems** will be included in Preventive/Planned work orders. Major Systems include, but are not limited to, **structural/building envelopes** which include roofing, walls, windows, hardware, flashing and caulking; **mechanical systems** which include heating, ventilation, air conditioning, plumbing, drainage, underground utilities (gas, electrical and water), and fuel storage tanks; **electrical systems** which include underground systems, above ground systems, elevators, emergency generators, door bells, electronic security devices, fire alarms, smoke alarms, outside lighting, and indoor lighting (halls, stairwells, public areas and exit signs); and transformers.

b. **Cyclical Work Orders** will be included in the Preventive/Planned program and are issued for the performance of routine maintenance work that is done in the same way at regular intervals. Cyclical work includes, but is not limited to: mopping hallways, picking up litter, cleaning a trash compactor, changing light bulbs in an entry way, etc. Cyclical work should not be confused with preventative maintenance work orders.

II. Maintenance Work Order System

A. **A Work Order** is a directive containing one or more tasks issued to a PHA employee or contractor to perform one or more tasks on PHA property. This directive describes the location and the type of work to be performed; the date and time of receipt; date and time issued to the person or entity performing the work; the date and time the work is satisfactorily completed; the parts used to complete the repairs and the cost of the parts; whether the damage was caused by the resident; and the charges to the resident for resident-caused damages. The work order is entered into a log, which indicates at all times the status of all work orders as to type (emergency, non-emergency), when issued,

and when completed.

A Work Order completed during the immediate past fiscal year is any work order that is completed during the PHA's fiscal year regardless of when it may have been received. This information is essential for PHMAP data collection.

A Work Order deferred for modernization is any work order that is combined with similar work items and completed within the current PHMAP assessment year, or will be completed in the following year if there are less than three months remaining before the end of the PHA fiscal year when the work order was generated under the PHA's modernization programs or other PHA capital improvements program.

B. Policy

Work Orders are generated to notify the PHA of a need for repairs. Resident requests for maintenance are made to the PHA office. Maintenance employees will make no repairs at the request of a resident without an authorizing work order form. Repairs are to be performed within the time frames established in PHA performance standards.

The PHA staff will generate the work order at the time of the call. Work orders will be categorized by the PHA Staff and put in the correct pick-up area. It is received, completed, and signed off by the Maintenance Staff after completion of the necessary work.

C. Procedure

1. Emergency

When the PHA office receives a work request, which is an emergency, the Maintenance Staff is contacted **immediately.** Maintenance Staff will then proceed to the location of the emergency and verify the existence of an emergency situation.

Maintenance Staff shall see that the work is completed either by completing the task as assigned to him/her, calling appropriate additional personnel, or locating required contract service.

2. Tenant Service (Non-emergency)

A non-emergency work order is any work order that covers a situation that is not an immediate threat to life, health, safety, or property, or that is unrelated to fire safety.

A maintenance request called in by a resident will be received at the PHA office

by staff and an appropriate work order will be issued.

Maintenance staff will pick up work orders at the office at least twice each day--at the beginning of the work day and again directly after the lunch break. The employee will have the resident sign the work order when the work is completed, if possible.

3. Staff Generated Requests

Any work order issued in response to a request from within the PHA administration is a maintenance staff generated request. The majority of work requests initiated by the PHA Staff will be those attributable to preventive, or planned maintenance, or unit inspections. Such work orders will be issued and distributed to the Maintenance Staff by the PHA office. These work orders are handled as routine work orders.

4. Work Order Procedure

A. Resident call, PHA request, Maintenance request
B. Work Order generated, categorized and prioritized
C. Work Orders put in correct pick-up areas to be picked up as scheduled.
D. Maintenance staff receives work orders and assignments are made.
E. Time frames are established.
F. Parts and materials needed to complete assigned work orders are issued.
G. Record the time the work order is started and the time it is completed. Record parts and supplies used and their prices.
H. Record whether costs are to be charged to the resident. Check the Charges and Abuse list for appropriate charges. Note "NC" if no charges is to be made to the resident for each item.
I. Staff will have the resident sign the work order when the work is completed, if possible.
J. Staff will sign the work order.
K. Staff (supervisor) will review the completed work orders to ensure that they are complete and correct.
L. Completed work orders returned to appropriate place at the office.
M. Office Staff will enter new data of completed work order and update--noting time of issuance and time of completion and any resident charges.
N. Work orders will be filed in numerical order in a maintenance file and a copy will be filed in the resident's file.
O. Notice of the charges is mailed to the resident.

The staff performing maintenance services or inspections shall adhere to the

following sequence:

1. Knock on the door, state the purpose of the visit and politely ask for admittance. If no one is home, Staff is to let themselves in, perform the work and/or inspection, and leave a note of entry and secure the apartment before leaving.

2. After completing the work order, if the resident is at home, the Staff will ask if there is anything they missed that requires maintenance, or if there are additional items that require maintenance (that can be repaired with parts available).

3. Staff then fills out the Work Order/Inspection form and notes whether each element requiring attention:

    a. Was in good repair
    b. Was clean

4. Staff makes a note of completed work order or that additional work is needed and whether items that will require additional work will require additional work orders.

5. Quality control

    Ten percent (10%) of all completed work orders shall be checked by the Maintenance Supervisor for quality of work. Quality control checks will be placed in a file when completed and findings are noted.

III. Emergency Service

A. Policy

The Maintenance Staff, Executive Director, and PHA Staff are authorized to act in matters pertaining to the provision of emergency maintenance service for PHA owned developments. Emergency maintenance is provided to repair or correct conditions that may cause physical injury and/or cause damage to PHA property if not immediately corrected. "Emergency" is defined in Section II above. Emergency Service is provided 24 hours a day, 7 days a week.

B. Procedure

A Maintenance Staff member shall be on call 24 hours each day either at PHA office or residence to receive emergency calls. He shall make the necessary repair or contain the situation until the repair can be completed. If he cannot resolve the matter, he must

contact the appropriate service as designated by the Executive Director.

Between 5:00 p.m. and 8:00 a.m., and holidays and weekends, the Maintenance Staff on call will receive all calls. The Maintenance Staff will make all necessary arrangements to resolve the problem. If the Maintenance Staff receives a call that is clearly not an emergency, he shall so inform the caller that the maintenance staff will review the situation first thing during the next regularly scheduled workday. A work order shall be issued for each call to which an employee is dispatched. The work orders shall be completed in the manner prescribed in Section II.

IV. Assessing Resident Charges

A. Policy

Residents will be assessed a charge for repairs made to their dwelling units that are in excess of what is considered normal wear and tear and/or damages which are caused by the resident, members of the household, guests, or by neglect. A listing of all resident charges is made available to residents as part of the posted Occupancy Policy.

B. During the review of completed work orders, the PHA Staff determines whether the worker's conclusion is reasonable and records the amount to be charged. If it is determined that the resident should be held responsible, the work order is so marked and the resident is notified in writing of the charges they will be responsible for paying.

V. Vacant Unit Preparation (Make-Ready Time)

A. Policy

It is the policy of the PHA to prepare vacant units for re-occupancy within a maximum of fourteen (14) days. Timely and efficient preparation of the units for occupancy is essential to PHMAP scores, to housing families in need of shelter, and maximizing rental income. Close cooperation and communication between maintenance and management are required to efficiently prepare and release vacant units and prevent vandalism.

B. Procedure

1. On the day a resident is scheduled to vacate, the Maintenance Staff shall inspect the unit. As soon as a vacant apartment is reported to maintenance, plans will be made to inspect, repair, paint, and clean as needed. If the resident is available, the resident will certify the condition of the unit on the Unit Inspection form. In cases where the resident vacates without notice, the Maintenance Staff shall perform the

move-out inspection within 24 hours of learning of the vacancy. During this inspection, the Staff will note all items which must be repaired and/or cleaned, and determine any damages to be charged to the resident's account. Following the inspection, the Maintenance Staff shall determine which work orders must be prepared.

2. All units will be exterminated, cleaned, and locks/keys changed and otherwise secured as soon as vacated.

3. The work orders prepared as a result of the unit inspection shall be distributed to the appropriate Maintenance Staff. The PHA shall coordinate with Maintenance to accomplish an efficient, effective turn-around time.

4. The Maintenance Staff shall meet with the PHA to establish priorities for the preparation of specific units. These priorities are established according to demand for the unit as well as the ability of the PHA Staff to lease the unit quickly. The establishment of such priorities, however, shall not affect the meeting of the fourteen (14) day unit turn-around standard.

5. Circumstances may occur that will cause the Staff to exceed the fourteen (14) day standard for unit preparation. These are individual exceptions and will not affect overall PHA performance of this function. These circumstances shall include the following categories:

    a. Fire damaged units
    b. Developments where there are more than five (5) vacated units in one week.
    c. Contract work is necessary.
    d. Major rehabilitation of vacant units (such as CIAP)

6. If any one of the following work items is required in the vacant unit, it shall be classified as a major rehabilitation:

    a. replace roof
    b. replace/repair entire plumbing system
    c. replace wall studs
    d. electrical re-wiring
    e. replace bathtub
    f. replace floor joists in any one room

7. If any combination of the following work items is required in a vacant unit, it shall be classified as a major rehabilitation. (Volume of work is

the primary determination factor for a major rehabilitation):

a. replace 50% or more of interior doors.
b. replace entrance doors
c. replace two or more windows (frames and panes)
d. replace gutters and downspout
e. replace three or more walls and/or ceilings (plaster and drywall)
f. replace kitchen cabinets
g. install commode sets
h. replace radiators, baseboard heating and connectors
i. replace/repair three or more floors
j. replace/repair 50% or more floor tiles
k. replace kitchen sink
l. replace bathroom face bowl
m. repair interior and/or exterior steps
n. replace walls that are burst completely through
o. replace closet flange
p. replace ceramic wall tiles
q. replace entire walkways

8. The Maintenance Staff and the PHA Staff shall perform the final inspection. Following this inspection, the PHA Staff shall accept the unit as complete if all work is completed to his/her satisfaction. If the unit is not accepted, the Maintenance Staff must see that the desired work is completed and schedule another final inspection. Acceptance of the unit is at the discretion of the PHA Staff and it is expected that this discretion shall be exercised reasonably.

C. Steps In Turn-Over Process

The following steps shall be performed on all turnover units:

1. Secure apartment and change the cylinders on the apartment door locks. The keys to the old cylinders should be tried in the old apartment lock to ensure proper operation. If satisfactory, the old cylinders and keys should be retained for re-use in a different unit at a later date.

2. Remove range and refrigerator. Clean/repair range and refrigerator thoroughly.

3. Exterminate.

4. Remove debris and clean.

5. Remove old nameplates from the mailbox, directory, and apartment entrance door.

6. Remove all picture hooks, nails, curtain hooks and rods, shower curtain rings, etc.

7. Plaster as required, especially nail holes.

8. Replace or repair torn shades or blinds for proper operation (if the shade roller has lost spring tension, shades should be pulled down, removed from brackets, re-wound manually, and re-installed).

9. Clean all light fixtures, windows, and shades/blinds.

10. Replace cracked, broken, missing, or loose ceramic tiles.

11. Repair floor. Repair or replace missing asphalt tile. Mop the floor free of dirt, wax, scuff marks, etc. Excessive build-up of wax deposits should be removed.

12. Replace washbasins that have chipped surfaces and cannot be repaired.

13. Clean plumbing fixtures and cabinets thoroughly.

14. Wash the walls and/or paint the apartment.

15. Return the clean/repaired range and refrigerator to the apartment when leased, if applicable.

16. Final extermination (if needed)

17. Cleaning crew notified to begin as soon as maintenance is completed.

18. An apartment is deemed ready for occupancy by a new tenant only if the range and refrigerator have been thoroughly cleaned inside and out; kitchen sink and cabinets and bathroom have been scoured; paint or spot painting completed and paint spots removed from tile and fixtures, etc.; all debris is removed from apartment and lawn; the apartment and storage/water heater closets have been swept and mopped and thoroughly cleaned, exterminated, and all repairs completed.

19. Final inspection for cleanliness and conformance to standards will be made by the Maintenance Staff and the PHA Staff when maintenance and cleaning have been completed.

20. Completed Inspection form and tenant charges will be delivered to the PHA office staff as soon as the apartment is ready to be released.

VI. Preventive/Planned Maintenance

A. Policy

The PHA Preventive and Planned Maintenance Program is based on regular, scheduled, and methodical inspection of dwelling units, buildings, equipment, and major systems. These inspections are designed to maintain PHA properties in good repair and to appreciably extend useful life by assuring repairs are made prior to deterioration and actual breakdown, thereby minimizing both damage and repair costs. Preventive Maintenance in this way will result in lower operating cost. The PHA has instituted a Preventive Maintenance Program as the first line of its Maintenance Program and will adhere to the required schedule, including the annual inspection of all dwelling units.

See Preventive/Planned Maintenance Schedule (Attached)

B. Annual Unit Inspection

1. Each occupied unit will be inspected annually by PHA or Maintenance Staff. Staff will provide a list of units that will be inspected in the upcoming week so that they can be scheduled. PHA staff will notify the resident of the inspection by sending a letter at least three (3) days prior to the visit.

2. The staff member who is conducting the inspection should follow the order and methodology prescribed in II (C) (4). When major work items are found, they should be listed on the Inspection Form in sufficient detail to enable the preparation of a work order. Unusual conditions should also be reported to the PHA Staff in writing on the Inspection Form.

3. The following items will be checked during the inspection:

   a. Faucets--faucets will be inspected for their general condition (peeling, faded chrome, drips, etc.). Faucet handles should be adjusted for proper closure. If proper closure cannot be obtained, the washers on both the hot and cold-water spindles will be

replaced. When washers are changed, the faucet seat will also be replaced. On faucets equipped with non-renewable seats, defective seats will be ground to a smooth surface.

b. Ranges--ranges will be inspected for oven door closure, knobs, flame adjustments, gas cock adjustments, oven spring tension, and top and oven burner condition. Defects will be corrected immediately. If the range is found to be in poor condition, defects will be corrected immediately. If the range is found to be in poor or dirty condition because of tenant neglect or lack of care, the problem will be reported on the Inspection Form and reported to the Maintenance Staff.

c. Hardware--entrance door hinges will be lubricated if necessary and checked for spring tension closure. Unit door locks, knobs, strike plates, and stop will be checked for fastening, alignment, and workability. Defects will be corrected immediately. Door cylinders will be checked for proper key way and pinning to the apartment master key. Cabinet hinges, friction catches, and pull handles will be inspected for proper closure, fastening, and alignment. Defects will be corrected immediately.

d. Tile Floors/Carpets--General condition of the floor will be noted on the form. When indentions, cracks, and bumps are found in the tile, the notation must include the color, size, and quantity of materials, and the room where tile replacement is necessary. Carpet will be inspected for cleanliness, wear and tear, and damages will be noted on the inspection form.

e. Ceramic tile--the general condition of floor tile will be noted on the form. When cracked, broken, or missing tile is found, the notation must include the color, quantity, and size of material needed for the repair.

f. Electrical--switches will be operated to check their workability. Defective switches and outlets and missing or badly cracked cover plates will be replaced. Loose fixtures will be tightened. Fuse cutout boxes will be inspected for conformity to fuse stats and adapters. Any deviation from these fuse stats will be corrected immediately. If there is indications of tampering with fuse boxes, a notation will be made on the form and a report made to the Maintenance Staff. Light fixture will be checked for cleanliness and damage and working bulbs.

g. Plumbing Fixtures--plumbing fixtures will be inspected for fastenings, workability, operation, water tightness and flow to and from the fixtures. Leaks to and from fixtures, including tubing, valves, bonnets, packing and piping, will be repaired immediately. Combination sinks, drain boards, bathtubs, and washbasins will be inspected for damage, wear, or chipping areas. The Maintenance Staff will record the extent of damage on the Inspection Form for disposition. Flush tanks, flush tank covers, and toilet bowls will be inspected for cracks and chips and for cleanliness and stains. If repair is needed, a notation will be made on the Inspection Form and reported to the Maintenance Staff.

h. Refrigerators--will be checked for secure door closure, door seals, thermostat operation, freezing capability, and general condition and cleanliness. If the refrigerator is found to be in poor condition or dirty because of lack of care or abuse, the problem will be noted on the Inspection Form.

i. Windows--will be checked for broken, cracked, or loose panes, proper operation of window locks, proper operation of the window opening and closure, weatherization (caulking, etc.), and for cleanliness.

j. Blinds/Shades--Blinds will be checked for condition and cleanliness of blades and tapes, for bent or broken blades, for proper operation of blind. Shades will be checked for proper operation of shade and condition and cleanliness. All repairs and conditions will be noted on the Inspection Form and reported to the Maintenance Staff.

k. General Unit Condition--The general condition of the entire apartment will be noted. The following items will be checked and a notation entered on the Inspection Form:

1. Is unit unsanitary, unclean, or unsafe? If so, give details
2. Are there other damages (walls, ceilings, doors, etc.)?
3. Check washing machines for fixed connections to water supply and drainage
4. Serial and tag number of range and refrigerator will be recorded for use in the annual inventory.

Completed Inspection Form will be submitted to the PHA Staff who is responsible for initiating the work orders arising from the inspection. These work orders will be categorized as Unit Inspection and their issuance noted on the

Inspection form.

C. Quality Control--The PHA Supervisor and the Maintenance Supervisor will re-inspect at least three units on the Inspection list for condition, service, and completion of required work.
The Supervisors will talk to the resident and ask the following questions:

1. Was the inspector and maintenance staff that entered your apartment polite?

2. Did the inspector and maintenance staff that entered your apartment perform their work in a timely, neat, and orderly fashion?

3. Were all repairs required properly repaired?

D. Motor Vehicles

The Motor Vehicle Maintenance Program is the responsibility of the Maintenance Staff. The Preventive and Planning Maintenance Program consists of regular inspections scheduled on a: Time basis of every three months.

An effective Preventive Maintenance Program will minimize the number of breakdowns and downtime of the motor vehicle fleet, while ensuring the safety of the operator and occupants of the vehicles.

The operator of a vehicle can contribute greatly to the program by promptly reporting all operating deficiencies, noises, etc., to the Maintenance Staff (written, signed, dated). The adherence to a well-planned and executed Preventive Maintenance Program has great significance to the PHA if the average age of the motor vehicle fleet is beyond the normal life expectancy of the equipment. Accordingly, Preventive Maintenance Inspections shall be scheduled for all motor vehicles.

1. Scheduled Maintenance

   Specified tasks will be performed as required on a daily, weekly or monthly basis.

   Daily--odometer check, visual check
   Weekly-- (Monday morning before work begins)--check all fluids, check inside and outside of vehicle.
   Monthly--tune-up and oil change as needed (maximum is 3,000 miles).

2. The Maintenance Staff is responsible for the condition of the

vehicle and assuring that scheduled maintenance is performed. This includes the completion of oil changes, lubrication, tune-ups, or other repairs and maintenance. If the work required is beyond the capacity of Staff, outside services will be secured.

3. A daily report will be completed for each vehicle by the employee to whom it is assigned. The Maintenance Supervisor in whose area the vehicle is used and assigned is responsible for the condition of the vehicle and assuring that scheduled maintenance is performed.

   The report will include:

   a. Daily odometer readings
   b. Dates of tune-ups, lubrications, oil changes, and filter changes, any other maintenance service.
   c. Any problems with outside service, a copy of the repair ticket and cost.
   d. Gas receipts and/or tire repair receipts.

4. Budgeting for Motor Vehicle Replacement

   When replacement of vehicle is necessary, the PHA maintenance supervisor shall submit a request for replacement and include with the request justification based on the PHA criteria. Request submission must be made a minimum of six (6) months before fiscal year end. As soon as the budget is approved, an orderly procurement program may be implemented.

E. Building and Systems Maintenance

1. **Buildings**--The Maintenance Staff will inspect each building and all facilities at least annually. The inspection will include the complete building envelope, consisting of roofs, overhangs, exterior walls, windows, screens, doors, railing, and infestation. In each development, Maintenance Staff will inspect all grounds, playground equipment, picnic tables, roads, walks, and the drainage system and lawns (checking for foundation problems or leaks of gas or water). Particular attention will be given to evidence of sewer problems, water leaks, gas leaks, and the electrical drops, and gas meter installations. The Maintenance Staff will report the conditions found and indicate the exact location of needed repairs or replacements. Regular inspections must also be made of HVAC systems whether by PHA personnel or contractors.

2. **Heating Systems**--Planned and Preventive Maintenance on PHA heating

systems is performed by PHA employees. At the required intervals, the following equipment is inspected and serviced:

⑤	⑤
1. Vacuum pumps	1. Replace all heater filters
2. Circulation pumps	2. Check thermostats
3. Pressure gauges	3. Run cycle to fan limit switch
4. Oil pump	4. Oil motor
5. Oil temperature gauge	5. Check for blue flame, even burn and suet on burners
6. Vacuum gauge	6. Heater vents open/clean
	7. No direct flow of air from vents that interfere with thermostat.

3. **Equipment**--Whenever a new piece of equipment is purchased, a file is started including all recommended preventive maintenance servicing dates. This information is recorded or scheduled. A copy of the work order, which confirms the performance of scheduled maintenance, or the repair, or replacement of any parts, is placed in the file to establish a record of all work performed on the equipment or system.

4. **General Procedure**--All preventive and planned maintenance work performed is covered by a work order. The PHA maintenance supervisor issues all preventive and planned maintenance work orders.

   Work orders are issued for all items to be completed on a daily basis by the PHA maintenance supervisor and distributed to the proper maintenance staff the next morning. Weekly work items are generated at the end of the preceding week, while monthly work items are produced on the first working day at the end of the preceding month. Work to be accomplished quarterly is confirmed by work orders produced on the first of March, June, September, and December by maintenance supervisor.

VII. Painting

A. Policy

Scheduling painting of PHA owned structures is essential to maintain a good appearance as well as to protect the structures from deterioration and structural damage. Exterior painting should be accomplished on a five-year cycle. The interior of dwelling units shall be painted at intervals no longer than every five (5) years for family units, and every seven (7) years for elderly units.

B. Exteriors

1. The scheduling of exterior painting is the responsibility of the Maintenance Department and is programmed to accomplish the painting of approximately one-fifth (1/5) of the total inventory each year.

2. Included in the above inventory are all appendage facilities within each development. These include the Family Investment Center building, ACM Building, pump and meter structures, benches, and signs.

3. Painting will be accomplished by weekly cycles if it becomes necessary due to fire damage, hail, graffiti, or other unavoidable circumstances.

4. Residents, unless employed to do so by the PHA, are not to apply paint in any manner to building exteriors. Should they do so, they will be responsible for the restoration of the property as directed by the PHA.

C. Interiors

1. The condition of the interior paint finish of each unit will be inspected when vacated and a unit will be re-painted as necessary prior to occupancy to bring it to a standard of good property maintenance.

2. The interior of occupied units will be painted according to the cycle painting standard or as soon as feasible. The Maintenance Department will determine which occupied units have not been painted within the standard period and schedule them for painting as availability of staff permits.

3. Interior of management/maintenance facilities will be painted as necessary, but at least every five (5) years.

VIII. Extermination

A. Policy

The PHA extermination staff will be provided with the proper training, equipment, insecticides, and bait necessary to maintain an efficient and effective pest control program.

B. Scheduled Pest Extermination

1. The maintenance staff will program and schedule exterior extermination requirements for each development. Schedule is as follows: All sites every four (4) months.

2. The PHA staff will be furnished approved schedules ten (10) days prior to the first extermination date.

3. Management is responsible for notifying the residents and assuring that areas are properly prepared.

4. All developments will be completely treated for pests every one-year (1) cycle. Contract exterminator service will be used for the interior of occupied units.

C. Unscheduled Pest Extermination

1. Duties and responsibilities, as stipulated in the scheduled requirements, are an integral part of the unscheduled program.

2. Residents requiring interim extermination will report this to the PHA office.

3. The PHA staff will inform the Maintenance Staff that the apartments will have an interim extermination by issuing a work order.

4. Extermination services may be provided on demand at a cost to the tenant, with the exception of the first 3 months of initial move-in.

D. Vacated Units' Pest Extermination

All vacated units will be exterminated during the make-ready process. First upon notice that the unit is vacant and again when work orders for repairs, painting and cleaning are completed. Maintenance should clean again after the second extermination.

E. Rodent Control

Properties will be baited for rodent extermination as necessary. Management will take precautionary measures to assure that residents are aware of the antidote for the rodent poison use.

IX. Grounds and Janitorial Standards

A. Policy

Grounds and building areas shall be maintained in a manner, which will provide a pleasant environment for PHA residents and will bring credit to the PHA.

B. Procedure

The following tasks will be completed according to the frequency indicated:

1. Sweeping and Mopping of Public Areas

All public corridors will be broom swept and mopped daily. Whenever possible, this operation will be performed in the mornings when resident traffic is the lightest. During the sweeping/mopping operation, all defaced halls and the worker will note floor stains so that he can return after sweeping/mopping to clean as required. Proper instructions and supervision must be maintained to assure high standards.

2. Policing Grounds

There are three (3) types of grounds policing as follows:

a. Policing of Landscaping Areas

A worker equipped with a shoulder bag and metal tipped spear or other comparable equipment best performs the policing of landscaped areas. The worker will wear gloves for protection when removing trash from the spear. Paper, small cardboard cartons, and miscellaneous trash will be speared and deposited in the bag or other approved container.

Litter, such as cigarette butts or matches on lawn and other areas, which are too small to be speared, will be swept up by means of a bushel basket or wheelbarrow for removal. A square-faced shovel can be used for picking up the debris. Large pieces of paper and miscellaneous trash, such as clothes hangers, too cumbersome for the bag, will be deposited in the nearest stationary waste basket or dumpster.

Litter found with name(s) of residents will be noted and reported to the PHA office so that a notice can be mailed to the resident about the litter and charges, if applicable.

b. Policing of Walks, Roads, Playgrounds, Parking Areas

On paved/hard surfaces where cars, benches, and play equipment is prevalent, best results are attained by manual sweeping.

c. Policing of Extensive Unobstructed Areas

When necessary, a mechanical sweeper will be scheduled with the City.

4. For Management/Maintenance/Public Areas

Washing windows, tile, painted walls, etc., stripping, waxing, and buffing the floors of corridors, lobbies, offices will be done as needed.

X. Trash Collection

A. Policy

The PHA will provide periodic trash collection at a frequency required to maintain the development in a sanitary condition with a pleasant appearance required resident cooperation.

B. Procedure

Resident cooperation is required by placing all trash or garbage in the receptacles provided by the PHA consistent with the pick-up schedule. Trash collection will be provided by the city on a scheduled basis.

XI. Lawn Care/ Landscaping

A. Policy

The PHA will keep all elderly units and the PHA office/maintenance/storage areas and landscaping areas cut and trimmed during the growing season to enhance the image of the PHA and to provide an attractive setting for its residents and the general public.

B. Scheduled Planning

By October 1st each year, the PHA staff and Maintenance staff will prepare a schedule of all activities by development (i.e., frequency of grass cutting, hedge cutting, tree and lawn trimming, flower bed preparation, fertilizing, weed poisons, etc.).

C. Scheduled Activity

1. Lawns:

a. Damage--In early spring, the maintenance staff will clear debris (tree limbs, large rocks, etc.) from each lawn area and report excessive lawn damage, damage to trees, ornamental plants and shrubs to the PHA office. The Maintenance Supervisor will inform the PHA office of the location and nature of damage, and schedule corrective work.

b. Fertilization and Weed Prevention--In the Spring, each lawn area will receive an application of fertilizer and weed prevention.

c. Mowing--Lawns will be cut approximately every fourteen (14) days depending on the rate of growth. In the spring, mowing may be required more frequently.

d. Watering--Lawns should be watered every day except when limited due to local water shortage conditions, or some other factor which would cause damage to the lawn area (such as immediately after some chemicals have been applied to prevent weed growth or for fire ant control), or scheduled by the PHA staff for budget purposes.

2. Landscaping

a. Hedges and Shrubs

Ornamental plants should be trimmed on a regular basis. No plants should touch the foundation of any building. They should be cut clear of any stairs or building. The height and width of any hedge depends on their location and purpose (i.e., whether they are decorative or serve as a buffer to street traffic or as a deterrent to window peeping, etc.)

b. Trees

All dead or broken limbs should be cut clean near the trunk of the tree. **No** tree limb should touch any building or electrical line or overhang a traffic sign or cut view of street traffic.

c. Flower Beds

Beds will be cleared of debris and weeded on a regular schedule. A bed of mulch, tree bark, or stone will be used to avoid excessive infiltration.

d. Weed Retardant

Where necessary, weed retardant should be administered to those areas that are not conducive to the growth of vegetation (i.e., cracks in pathways, along foundations, fence areas, etc.)

e. Edging

Lawns, walkways, driveways/parking areas, and curbs should be edged to present a neat and attractive appearance each time the lawn is mowed. When an excessive number of units are vacant, maintenance staff will give priority to the preparation of housing units.

XII. Ice Removal

Salt or sand will be used on public entrances into the ACM, FIC, and office buildings only.

XIII. Training

Training will be scheduled as deemed necessary by the Executive Director.

XIV. Record Keeping

A. Policy

It is the policy of this PHA to keep all records on file. It is the responsibility of the Maintenance Supervisor to submit all records no later than the end of each month.

B. Procedure

Reports are to be submitted to the PHA office as follows:

1. Work orders each day at completion
2. Vehicle and training reports when time records are turned in for payroll
3. All other reports no later than the end of each month

XV. PHAS

Public Housing Assessment Program
HUD-50072 PHAS Certification

A. Policy

This is the program certification by which the PHA is annually scored. There are eight (8) indicators that must be addressed and approximately 50% fall into the maintenance score. These weigh heavily on the overall score. Scores determine money for budgets, grants, etc, so high scores are vital to the function of the PHA.

B. Procedure

Maintenance, and so the entire PHA, is scored on the following:

1. Days that it takes to complete a non-emergency work order
2. Hours it takes to complete or abate an emergency work order
3. Number of work orders not completed within the allowed time
4. Days that it takes to make-ready a vacant apartment
5. Number of work orders left uncompleted on the last day of the fiscal year
6. Timely completion of Preventive/Planned Maintenance Schedule
7. Number of timely completed annual inspections
8. Number of units meeting HQS at time of inspections
9. Timely and regularly completed cyclical work orders
10. Number of units that are vacant/uninhabitable (i.e., CIAP, other reasons)
11. Cost of labor and repair costs

Maintenance and PHA Administrative staff must coordinate and communicate closely in order to receive the highest possible score each year. PHMAP is also an effective tool for the PHA Board and staff to evaluate the Maintenance staff with. The score will reflect the effectiveness and ability of the maintenance staff.

M. INFORMAL HEARING

If an applicant is determined ineligible (over income limits, owes PHA money, etc.), they are sent a denial letter and informed that they may request an informal review, which must be requested within five (5) working days from date on letter. If the applicant does not agree with the outcome of the informal review, they may request an informal hearing, which must be requested within ten (10) working days from date on letter.

N. GRIEVANCE PROCEDURE

Purpose and Scope

Any tenant with an individual dispute relative to a Housing Authority act, or failure to act, in accordance

with the dwelling lease or adopted regulations, shall be given an informal hearing, and if requested, a formal hearing before a selected hearing officer or hearing panel.

Excluded from this are disputes to an eviction or termination of tenancy upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or PHA employees.

Under the 1996 Housing Opportunity Program extension Act, HA may bypass the grievance procedures in cases involving termination of tenancy for any activity, not just a criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA; or any drug-related, alcohol abuse, and/or violent criminal activity on or off such HA Premises, not just on or near such premises (Directive number 97-27).

1. Definitions applicable to the Grievance Procedure: (966.53)

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

B. Complainant: Any tenant (as defined below) whose grievance is presented to the PHA (at the central office or the ACM office) in accordance with the requirements presented in this procedure.

C. Elements of Due Process: An eviction action or a termination of tenancy of a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the tenant to be represented by counsel;

(3) Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

(4) A decision on the merits.

D. Hearing Officer: A person in accordance with 24 CFR 966.55 and this procedure to hear grievances and render a decision with respect thereto.

E. Hearing Panel: A three-member panel selected in accordance with 24 CFR 966.55 and this procedure to hear grievances and render a decision with respect thereto.

F. Tenant: the adult person(s) (other than a live-in aide):

(1) Who resides in the unit and executed the lease with the PHA as lessee of the dwelling unit; or, if lessee no longer resides in the unit,

(2) The remaining head of household of the tenant family residing in the dwelling unit.

G. Resident Organization: An organization of residents, which can also include a resident management corporation.

2. Applicability of this grievance procedure (966.51)

In accordance with the applicable Federal Regulations (24 CFR 966.55), this grievance procedure shall be applicable to all individual grievances (as defined in Section I above) between Tenant and the PHA with the following two (2) exceptions:

A. Because HUD has issued a due process determination that the law of the State of Texas requires the Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure **Shall Not** be applicable to any termination of tenancy or eviction that involves:

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or PHA employees, or

(2) Any drug-related criminal activity on or off PHA's premises, or

(3) Any pattern of alcohol abuse, which poses a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or PHA employees.

B. The PHA grievance procedure shall not be applicable to disputes between tenants not involving the PHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners. [966.51 (b)]

3. Informal settlement of a grievance (966.54)

Any grievance must be personally presented, either orally or in writing, to the PHA's central office or the management office of the development in which the complainant resides within ten (10) days after the grievance event occurs. Grievances received by the PHA's central office will be referred to the person responsible for the management of the development in which the complainant resides.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that neither of the exclusions in the paragraphs II (a) or II (b)

above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the PHA's grievance procedure, with the reason therefor.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time within ten working days to meet so that the grievance may be discussed informally and settled without a hearing. At the informal hearing, the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

Within five (5) working days following the informal discussion, the PHA shall prepare and either give or mail to the Tenant a summary of the discussion that must specify the names of the participants, the dates of meetings, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in the Tenant's file.

4. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides no later than five (5) working days after the summary of the informal hearing is received. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether signed or not signed, will be sufficient proof of the time of delivery for the summary of the informal discussion. [966.55 (a)]

The written request shall specify:

- The reason for the grievance;
- The action of relief sought from the PHA; and
- Several dates and times in the following ten (10) working days when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the PHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, PHA, and the hearing officer or hearing panel, but in no case later than ten (10) working days after the PHA receives that complainant's request.

If the complainant fails to request a hearing within five (5) working days after receiving the summary of the informal hearing, the PHA's decision rendered at the informal hearing becomes final and the PHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he/she failed to proceed in accordance with this procedure. [966.55(c)]

5. Selecting the Hearing Officer or Hearing Panel [966.55 (b) (2) (ii)]

A. The PHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include PHA Board members, PHA staff members, residents, professional arbitrators, or others.

The PHA will check with each nominee to determine whether there is a conflict of interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can service without compensation, and what limitations on the nominee's time would affect such service.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make serving practical will be withdrawn.

B. Potential hearing officers or hearing panel members nominated by the PHA shall be discussed with the PHA's resident organization(s).

The PHA shall consider written comments from the organizations before the nominees are appointed as hearing officers or panel members.

C. When the comments from resident organizations have been received and considered, the nominees will be informed that they are the PHA's official grievance hearing committee. The PHA will subsequently contact the nominees to request their participation as hearing panel members or hearing officers.

6. Escrow Deposit Required for a Hearing Involving Rent [966.55 (e)]

Before a hearing is scheduled in any grievance involving the amount of rent, which the PHA claims is due under the lease, the complainant shall pay to PHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by the decision of the hearing officer or hearing panel. The PHA will not waive this requirement.

7. Scheduling Hearings [966.55 (f)]

When a complainant submits a timely request for a grievance hearing, the PHA will immediately contact **three** members of the hearing committee to schedule the hearing within the following ten (10) working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified.

Once the hearing panel or hearing officer has agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place, and procedures governing the hearing.

8. Procedures Governing the Hearing (966.56)

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

A. The opportunity to examine before the hearing any PHA documents, including records and regulations that are directly relevant to the hearing.

   The Tenant shall be allowed to copy any such documents at the tenant's expense. If the PHA does not make the documents available for examination upon request by the complainant, the PHA may not rely on such documents at the grievance hearing.

B. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person makes statements on the tenant's behalf.

C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the tenant's complaint to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies; and

D. A decision based solely and exclusively upon the facts presented at the hearing. [966.56 (b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56 (c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. [966.56 (e)]

The hearing panel or officer shall conduct the hearing formally. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [96.56 (f)]

The hearing panel or officer shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56(f)]

The complainant or the PHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56 (h)]

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V (A), the PHA will remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

9. Failure To Appear at the Hearing

If the complainant or the PHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing for not more than five (5) working days, or may make a determination that the party has waived his right to a hearing. [966.56 (d)]

Both the complainant and the PHA shall be notified of the determination by the hearing panel or officer; provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in court. [966.56 (d)]

10. Decision of the Hearing Panel or Officer (966.57)

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision within ten (10) working days after the hearing. A copy of the decision shall be sent to the complainant and the PHA.

The PHA shall retain a copy of the decision in the tenant's folder. A copy of the decision with all names and identifying references deleted, shall also be maintained in the file by the PHA and made available for inspection by a prospective complainant, his representative, or the hearing panel officer.

The decision of the hearing panel or officer shall be binding on the PHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA's Board of Commissioners determines within ten (10) working days, and promptly notifies the complainant of its determination that:

a. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.

b. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the PHA.

c. A decision by the hearing panel or officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought into the matter later. (966.57)

11. Accommodations of Persons With Disabilities [966.56 (H)]

The Authority must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the complainant is visually impaired, any notice to the resident, which is required by this grievance procedure, must be in an accessible format.

12. PHA Eviction Actions

If the hearing relates to termination of tenancy and the hearing officer, or panel, uphold the Authority's action, the Authority shall not issue notice to vacate the premises until after the complainant has been mailed the written decision of the hearing officer or panel.

O. CONFLICT WITH FEDERAL STATUTE, REGULATION, OR HUD POLICY

This policy is to be interpreted in accordance with federal statutes and regulations and in compliance with HUD policy, and any conflict between this Policy and Federal statutes, regulations, or HUD Handbook provisions, will be resolved in favor of Federal law and policy.

P. COMMUNITY SERVICE POLICY

The Congress of the United States has created a new regulation that will be **effective October 1, 2000,** implemented by the Department of Housing and Urban Development (HUD) and the PHA. Under the new rules: Each non-exempt adult public housing resident must contribute eight (8) hours for each month of community service or participate in a self-sufficient program for (8) hours a month.

Community service is considered a tool to assist public housing residents in becoming responsible and self-sufficient. Community service will offer public housing residents an opportunity to contribute.

The PHA will have to approve the selected community service of each non-exempt resident and confirm each resident's participation. Economic self-sufficiency programs include activities that are designed to encourage, assist, train, or facilitate economic independence. The Congressional intent is that residents provide service to their communities.

Persons that are exempt from community service and economic self-sufficiency include:
1). Adults that are 62 years of age or older,
2). Persons with disabilities,
3). Persons engaged in work activities (people that are working in jobs), and
4). Persons participating in a welfare-to-work program, or receiving assistance from and in compliance with a state funded program under Part A, Title IV of the Social Security Act.

Acceptable Community Service: In schools, hospitals, childcare centers, youth organizations, neighborhood groups on special projects, or participation in programs that strengthen resident self responsibility (drug or alcohol abuse counseling and English proficiency).

Q. Flat Rents Policy

Under the flat rent method effective February 1, 2000, the rent would be based on comparable rents in your community. If a brick home with appliances provided is renting for an average of $438.00 in your neighborhood/community-then the maximum a family would pay in rent for a two bedroom brick home would be the flat rent of $438.00. This is just an example.

The flat rent method would be the best method for those families that have a good income and would be paying more in rent based on the income-based rent.

R. Installation of Satellite Dish/Antenna Policy (Resolution 1-1999)

Approved, Passed and Adopted March 18, 1999.

1). Families will be required to submit a written request to the Housing Authority to obtain permission to install a satellite dish at their unit.

2). Families will be required to pay a $50.00 deposit to the Housing Authority to be used when the family moves out of the unit to repair any damages.

3). The Housing Authority will instruct the company installing the satellite dish as to where the satellite dish can be placed on each family's property.

4). The Housing Authority limits the size of the satellite dish to no more than one meter in diameter, (3 feet, 3 inches) measured at its widest part.

5). Residents may not install a satellite dish/antenna in a common area, on the roof, or on an exterior wall.

6). The satellite dish must be securely mounted in such a manner that it cannot become dislodged.

7). Installation must not damage the leased property. No drill holes in exterior walls or any other location where holes might impair the building's weather proofing, or there is risk of striking electrical or water lines.

8). The satellite dish must be professional installed.

9). PHA tenants are liable for any injury or damage to persons or property caused by their satellite dish, and PHA tenants must maintain liability insurance covering such injury or damage.

10). PHA tenants will be responsible for removing their satellite dish when they move out of public housing.

S. Income Targeting Policy

Forty percent of new admissions in San Angelo's Low Rent Public Housing (LRPH) must be
Families with incomes not exceeding 30% of median income (very poor families); unless more than 75% of newly available Section 8 vouchers are going to be very poor families. For example: If the PHA is providing 80% of its newly available Section 8 vouchers to very poor families. Very poor families on the LRPH waiting list could be skipped in order to provide assistance to lower income families.

The PHA will not allow concentrations of poverty in its public housing. The PHA will undertake all effort necessary to maintain a balance of very poor families (less than 30% of median income), with poor families (31% to 50% of median income) of mixed races in its public housing developments.

T. Financial Hardship Policy

The PHA will grant an exemption from the minimum rent payment to a LRPH family that is unable to pay rent due to a financial hardship. Hardship includes: lost eligibility, or awaiting determination for an assistance program; the family would be evicted; changes circumstances (jobs loss, reduction of hours at work, etc;) death of a family member; reduction of assistance; or increased expenses because of changed circumstances for medical costs, child care, transportation, education, etc.

Upon request for a hardship exemption the San Angelo Housing PHA will not impose the minimum rent for 90 days. At ht end of the 90 days, retroactive minimum rent will be imposed. A family under such circumstances will be offered a repayment agreement. If it is determined that there is no hardship, minimum rent will be reinstated including back rent to cover the suspension period. If it is determined that hardship is long term, the family will be exempt from the minimum rent requirement. A family may appeal a declined hardship decision. A family who appeals hardship determination will be exempted from any escrow deposit.

U. Safety and Security Policy

The San Angelo PHA prohibits admission in LRPH to persons who are subject to a lifetime registration requirement under the State sex offender program. The PHA will evict without grievance any tenant involved in violent crime on or off PHA premises, and any activity resulting in felony conviction. The PHA will permanently deny admission, and immediately and permanently terminate tenancy/assistance to persons convicted of manufacturing or producing methamphetamine on the premises of the PHA's LRPH.

XIII. Public Housing Authority Procedures

Procedure # 1--Waiting List Closure

Procedure for closure of waiting lists to new applications states:

If the number of families on the San Angelo Public Housing Authority's waiting list(s) is such that there is no reasonable prospect that additional applicants could be housed within the next twelve (12) months, the PHA may determine to suspend the taking of further applications. As an alternative, the PHA may limit application taking to certain periods of the year on a recurring basis. Any such determination by the PHA will be publicly announced within its jurisdiction. Until such time as the PHA publicly announces that it is receiving applications, no applications will be taken. When the Executive Director determines the need to open or close the waiting list(s), he/she will submit the proposal to the PHA Board of Commissioners for approval.

Procedure # 2--Removing Applications From Waiting List

Applications may be removed from the waiting list for the following reasons:

a. The applicant fails to renew the application at the required six-month intervals.

b. The applicant fails to respond to an availability letter that has been sent out.

c. The applicant does not meet screening criteria.

d. The applicant turns down an offered unit.

e. The applicant requests to be taken off the waiting list.

<u>Procedures # 3, #4, and # 5</u>
(Intake, Processing, Verification, Screening)

A. Intake

1. Preapplication

a. Family submits waiting list application if waiting list is open.
b. Waiting list application has less information than full application, but enough to determine preliminary eligibility and placement on list. Information is usually not verified at this time.
c. If family is eligible, fill out pink renewal card.
   * Preliminary eligibility
   * Applicant is placed on waiting list according to date and time
   * Applicant is informed of approximate waiting time for assistance
d. If family is ineligible, they are sent a denial letter.
   * Notifying the family of ineligibility
   * Stating reasons why family is ineligible
   * Informing family of their rights to an informal hearing

2. Waiting List

a. San Angelo PHA determines waiting list bedroom size according to Occupancy Standards.
b. Only eligible families go on the waiting list.
c. Waiting list is divided by bedroom size for Public Housing.
   * Low Rent Public Housing waiting list is separate from the Section 8 waiting list.
   * Section 8 Certificate/Voucher are combined on one waiting list.
   * Moderate Rehab is combined with the Certificate/Voucher waiting list.
d. Housing Authority applies admission preferences to families on list. Mandatory use of admission preferences to families was suspended for the fiscal year 1996 under the provisions of the 1/26/96 Continuing Resolution, and the suspension was extended through 9/30/97 with change by the 1997 Appropriations Act enacted on September 26, 1996. See HUD Notice PIH 96-81(HA), dated 9/30/96. The San Angelo Public Housing Authority has currently suspended Federal Preferences.
   * Federal Preferences categories list. (If mandated in the future)
   * Ranking preferences used to select Federal preference holders (optional). (When approved by the Board of Commissioners).

* Targeted program eligibility noted.
* Local preferences used to select among applicants without regard to the their Federal preference status (optional)
* Date and time is final ordering.

e. Waiting list is purged daily according to six-month renewal date.

3. Needs Estimation

a. San Angelo PHA estimates opening slots by bedroom size based on projected contract turnover.
   * Projecting about 90 days ahead, not waiting until opening occurs.

b. PHA estimates number of families needed to fill each slot.
   * Will be influenced by accuracy of waiting list
   * Based on past data

c. PHA verifies preferences for the top "X" number of families on list.
   * PHA sends family preference claim and verification form

     1. If preference doesn't verify, family is offered a meeting and placed in the proper order on the waiting list.

     2. If preference verifies, PHA proceeds to final eligibility verification.

d. If there is no response from family, PHA sends notice of denial of assistance and opportunity for informal hearing. When period expires, family is removed from waiting list. The PHA may elect to send follow-up letter(s).

4. Final Eligibility

a. PHA schedules family for interview or asks family to contact PHA to set up interview.

b. Family fills out Personal Declaration form, verifications and release forms. PHA photocopies documents submitted by family (birth certificates, social security cards, etc.).

c. PHA sends out verification forms to third party for completion.
   * Waits up to four weeks for return.
   * If verifications are not returned, PHA uses documents provided by family for verification.

d. PHA calculates Total Tenant Payment from verified information and compares Annual Income to income limits.

e. PHA determines if there is a unit actually available for the family.

* If so, final eligibility is determined and PHA unit made ready to offer

* If family is ineligible, PHA sends notice of denial and informs them of right to informal hearing.

f. If no unit is available, family stays in "verified" pool of applicants waiting for available unit.

5. Unit Offer

a. PHA reviews units of appropriate size for availability.

b. PHA offers unit.
* One offer made according to Plan A of policy

c. If family refuses offer made, the current application terminates, and a new application is filled out (if the waiting list is open to applications) and the family's name goes to the bottom of the waiting list. If the waiting list is closed, the family must wait until it opens to re-apply.

6. HQS Inspection

a. PHA Maintenance schedules and conducts inspection of vacant unit(s) according to Housing Quality Standards and PHA move-in standards.
b. PHA prepares unit(s) for move in.

7. Orientation

a. Orientation is held to explain tenant/PHA obligations and go over lease.
b. Questions from family are answered.
c. Unit is shown to family.

8. Approval & Execution

a. Documents are reviewed.
* Lease content
* Security deposit
* Others as required by PHA

b. Move-in inspection is conducted by PHA and family or representative.
c. PHA and family execute lease
d. PHA collects rent and security deposit
e. PHA gives family keys to house
f. PHA makes any additional unit repairs
g. Assisted tenancy begins on effective date stated in lease.

Annual Activities

9. Recertification

a. Notice to family
b. Interview
c. Verification
d. Calculation
e. Notification to family of results of recertification

10. HQS Inspection

a. Notice to family
b. Inspection
c. Repairs made
d. Reinspection, if necessary

Interim Activities (between Annual Activities)

Interim Recertification: Same steps as annual recertification except PHA verifies changes only.

HQS Compliance: Same steps as annual inspection, except PHA inspects complaint items only.

Termination of Tenancy

11. Family

a. Family terminates by giving proper written notice or by moving.
b. Family terminates by "skipping out" of lease

12. Housing Authority

a. PHA terminates for violation of lease
b. Written notice according to lease and grievance procedures.

Procedure # 6--Informal Review of Rejected Applications

When a family makes an application with the San Angelo Housing Authority and the intake counselor makes the determination that the family is ineligible for the program (over income limit, owes money to PHA, etc.), the family is sent a denial letter informing them of their ineligibility, the reasons for their ineligibility, and their right to an informal hearing. The PHA must receive a written request for an informal hearing within 10 days from the date the denial letter was sent.

XIV. Definitions of Terms Used in This Statement of Policies

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

   When a specific individual is making an individual dwelling unit in an existing facility accessible for use, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

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

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

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

5. **Allocation Plan**--The Plan submitted by the San Angelo PHA and approved by HUD under which the San Angelo PHA is permitted to designate a building or portion of a building for occupancy by Elderly Families or Disabled Families. **[24 CFR § 945]**

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

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

8. **Area of Operation**--The jurisdiction of the HA as described in State law and the San Angelo PHA's Articles of Incorporation. (Within the city limits of the City of San Angelo, Texas).

9. **Assets**--Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." **IMPORTANT:** See the definition of Net Family Assets, for assets used to compute annual income. **(See CFR 913.102 for definition of Net Family Assets).**

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

11. **Care Attendant**--a person that regularly visits the unit of a San Angelo PHA resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by San Angelo PHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

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

13. **Dependent**--A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student **[24 CFR § 913.102]**

14. **Designated Family**--means the category of family for who San Angelo PHA elects (subject to HUD approval of the Allocation Plan) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **(24 CFR § 945.105)**

15. **Designated housing** (or designated project)--a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **24 CFR § 945.105.**

16. **Disabled Family**--A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section). The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined

to be essential to the care and well being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **(24 CFR § 945.105)**

17. **Displaced Person**--a person displaced by government action or a persons whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. **(24 CFR § 913.103)**

18. **Divestiture Income**--Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. [See the definition of Net Family Assets **(24 CFR § 913.103)** in this section].

19. **Elderly Family**--A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **(24 CFR § 945.105)**

20. **Elderly Person**--A person who is at least 62 years of age. **(24 CFR § 945.105)**

21. **Family**--Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in HA housing; OR two or more persons who are not related, but are regularly living together, can verify shared income or resources, and will live together in San Angelo PHA housing.

    The term family also includes: Elderly family (Definition # 19), Near elderly family (Definition # 34), disabled family (Definition #16), displaced person (Definition # 17), single person (Definition # 40), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition # 27). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. **[24 CFR § 912 and § 960]**

    Live -in Aides (Definition # 28) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no right of tenancy or continued occupancy.

    Foster Care Arrangements include situations in which the family is caring for a

foster child (ren) in their home that have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

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

22. **Full-Time Student**--A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include, but is not limited to: college, university, secondary school, vocational school or trade school. **(24 CFR 913.102)**

23. **HA**--abbreviation used for San Angelo Public Housing Authority

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

25. **Individual with handicaps. Section 504 definition** **{24 CFR § 8.3)**--Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. NOTE: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA used the term "individual with a disability". Individual with handicaps means any person who has:

(a) A physical or mental impairment that:

- substantially limits one or more major life activities;
- has a record of such an impairment;
- or is regarded as having such an impairment.

(b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

(c) Definitional elements:

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal;

special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

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

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

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

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

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

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

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

(e) The <u>504 definition of individual with handicaps is a civil rights definition.</u>

To be considered for admission to public housing, a person must meet the program definition of person with disabilities found in this section.

26. **Involuntary displacement**--One of the three Federal preferences for admission. **[24 CFR § 960.211 (c), 960.213].** An applicant qualified for this preference if:

The applicant has been involuntarily displaced and is not living in standard, permanent replacement housing, or within no more than six months from the date of preference status certification by the family or verification by San Angelo PHA, the applicant will be involuntarily displaced. (Standard permanent replacement housing is defined later in this section).

An applicant is or will be involuntarily displaced if the applicant has vacated or will vacate (as described above) his or her housing unit as a result of one or more of the following actions:

(a) A disaster, such as flood or fire, results in the uninhabitability of an applicant's unit;

(b) 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 program, or development program;

(c) Action by a housing owner that forces an applicant to vacate his/her unit, provided:

- The reason for the owner's action is beyond an applicant's ability to control or prevent;
- The action occurs despite the applicant's having met all previously imposed conditions of occupancy, and
- The action taken is other than rent increase.

(d) Examples of actions taken by a housing owner that cause an applicant to vacate a unit include, **But Are Not Limited To**:

- Conversion of the unit to non-rental or non-residential use;
- Closing of the unit for rehabilitation or any other reason;
- Notice to an applicant that he/she must vacate a unit for the owner's personal or family use or occupancy;

- Sale of the unit in which the applicant resides under an agreement to vacate when possession is transferred;

- Any other legal act that results or will result in the withdrawal of the unit by the owner from the rental market.

(e) The reasons listed above do not include vacating the unit by the resident as a result of actions taken because the resident refused to:

- Comply with applicable program policies or procedures under this title (the 1937 Housing Act) with respect to the occupancy of under-occupied or overcrowded units;

- Accept a transfer to another housing unit in accordance with a court decree or in accordance with the policies and procedures of a HUD-Approved desegregation plan.

An applicant is also involuntarily displaced if:

(f) The applicant has vacated his/her housing unit as the 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

(g) The applicant lives in a housing unit with an individual who engages in such violence.

To qualify as involuntarily displaced by domestic violence, San Angelo PHA must determine that the violence occurred recently or is of a continuing nature. Further, the applicant must certify that the person who engaged in such violence will not reside with the applicant family unless San Angelo PHA gives advanced written approval. If the family is admitted, San Angelo PHA may terminate assistance to the family for breach of this certification.

An applicant is also involuntarily displaced if:

(h) Family members provided information on criminal activities to a law enforcement agency and based on a threat assessment, the agency recommends rehousing the family to avoid violence against family members as a reprisal for providing such information. NOTE: The San Angelo PHA will establish appropriate safeguards to protect the identity of families requiring this type of

protection.

An applicant is also involuntarily displaced if:

(i) One or more members of the applicant family have been victims of one or more hate crimes; and the family has vacated a housing unit because of such a crime or the fear associated with such a crime. Hate crime means: actual or threatened physical violence or intimidation that is directed against a person or his or her property because of the person's race, color, religion, sex, national origin, handicap, or familial status. San Angelo PHA will determine that the hate crime occurred recently or is of a continuing nature.

An applicant is also involuntarily displaced if:

(j) A member of the family has mobility or other impairment that makes the person unable to use a critical element of his/her unit. This category of displacement applies only when the owner is not legally obligated to make changes to the unit that would make the critical element accessible to the person with disabilities as a reasonable accommodation.

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

28. **Live-in Aide**--A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who (a) is determined by HA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services **(24 CFR 913.102).**

San Angelo PHA policy on Live-in Aides stipulates that:

(a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;

(b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be

to move the family to a larger unit);

(c) Live-in Aides have no right to the unit as a remaining member of a resident family;

(d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family;

(e) A live-in aide can be a single person. A live-in aide with a family may also be considered for admission to the unit provided that the addition of the Live-in Aide's family does not result in overcrowding of the existing unit. Any adult member of the live-in aide's family must meet HA's screening criteria.

(f) A Live-in Aide will be required to meet San Angelo PHA's screening requirements with respect to past behavior especially:

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

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

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

29. **Low-Income Household**--A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families. **(24 CFR § 913.102)**

30. **Medical Expense Allowance**--For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance **(24 CFR § 913.102)**

31. **Minor**--A minor is a person less than 18 years of age. An unborn child will not be considered a minor. (See definition of dependent). Some

minors are permitted to execute contracts, provided a court declares them "emancipated".

32. **Mixed Population Project**--means a public housing project for elderly and disabled families. The San Angelo PHA is not required to designate this type of project under 24 CFR 945 or prepare an allocation plan. **[24 CFR 945.105]**

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

34. **Near-elderly family**--means a family whose head, spouse, or sole member is a near-elderly person (at least 50, but less than 62 years of age). The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well being of the near-elderly person or persons. A near-elderly family may include other family members who are not near elderly. **[24 CFR § 945.105]**

35. **Near-elderly person**--means a person who is at least 50 years of age, but below 62, who may be a person with a disability. **[24 CFR § 945.105]**

36. **Net Family Assets**--The net cash value, after deducting reasonable costs that would be incurred in disposing of: **[24 CFR § 945.105]**

(a) Real property (land, houses, mobile homes)

(b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)

(c) Cash value of whole life insurance policies

(d) Stock and bonds (mutual funds, corporate bonds, savings bonds)

(e) Other forms of capital investments (business equipment)

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

Net Family Assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial

application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

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

37. **Rent Exceeds 50% of Income**-- The second of the three Federal preferences for admission. A family's rent **must** exceed 50% of the income for rent at the time of verification by HA to qualify for this preference. **[24 CFR § 960.215]**
An applicant does not qualify for this preference if either of the following is applicable:

(a) The family is paying 50 percent of income for rent for less than 90 days; or

(b) The applicant is paying 50 percent of income for rent because the applicant's housing assistance under certain HUD programs has been terminated because of the applicant's refusal to comply with applicable procedures on the occupancy of under occupied and overcrowded units.

The programs are: Section 8 Programs or Public and Indian Housing Programs under the United States Housing Act of 1937; the rent supplement program under Section 101 of the Housing and Urban Development Act of 1965; or rental assistance payments under Section 236 (f)(2) of the National Housing Act.

Definition Elements:

(c) Family Income is Monthly Income or 1/12 of Annual Income as defined in **24 CFR 913.102.**

(d) Rent is the actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. Rent includes the monthly cost of shelter plus utilities when utilities are resident-paid.

(e) Utilities: If the utilities are purchased directly by resident from the utility providers, the applicable utility cost is determined in one of two ways:

- HA's utility allowance for family-purchased utilities and services used in HA's resident-based program; or

- IF THE FAMILY CHOOSES, the average monthly payments that it actually made for these utilities and services for the most recent 12-month period; or if that information is not obtainable for the entire 12-month period, for an appropriate recent period.

Amounts paid to or on behalf of the family under any energy assistance program must be subtracted from the rent amount to the extent that they are not included in the family's income.

(f) The formula for establishing rent burden preference can be expressed as follows:

(i) Rent = Monthly rent for shelter
Plus monthly utilities and services
Less energy assistance payments not counted in income

(ii) 50% of Family Income = Annual income divided by 12 times .5

(iii) Is (i) greater than (ii)? If yes, the family qualifies. If no, the family is not entitled to the preference.

(g) The same standards the Authority uses in verifying income for the purpose of determining eligibility and Total Tenant Payment are applicable to verify preference.

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

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

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

39. **Service Provider**--means a person or organization qualified and experienced in the provision of supportive services, and that is in compliance with any licensing requirements imposed by State or local law for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis. **(24 CFR § 945.105)**

40. **Single Person**--A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family. **(24 CFR § 945.105)**

41. **Standard Permanent Replacement Housing** **[24 CFR § 960.213 (a) (2)]** such housing is:

(a) decent, safe, and sanitary;

(b) adequate for the family size (using the maximum-number-of-persons-per-unit standard);

(c) occupied pursuant to a lease or occupancy agreement, and

Standard Permanent Replacement Housing **does not** include a transient facility such as a motel, hotel, or temporary shelter for victims of domestic violence or homeless families. In the case of domestic violence, the term does not include the housing unit, which the applicant, applicant's spouse, or other members shared with a person who engaged in the violence.

42. **Utilities**--these include water, electric, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. **Does not include telephone and television cable services.**

43. **Utility Allowance**--If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Resident Rent, but is the responsibility of the Family occupying the unit, an amount equal

to the estimate made or approved by the Authority or HUD, under 24 CFR Part 965, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of safe, sanitary, and healthful living environment. The Schedule of Utility Allowance is attached as Appendix C.

44. **Utility Reimbursement**--The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit.

45. **Very Low Income Family**--A lower income Family whose annual income does not exceed 50 percent of the median income by Family size for the area, as determined by HUD.

46. **Veteran**--A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

XV. Public Housing Authority Sites

The San Angelo Public Housing Authority's housing sites (locations) are:

- TX21P470-001, Paisano Plaza--60 family units--Poe Street at the corner of 22nd Street--Pets allowed.
- TX21P470-002, Rio Vista Villa--14 elderly units--721 Julian Street--Pets allowed.
- TX21P470-002, Alta Loma Villa--46 elderly units--2621 Junius Street--Pets allowed.
- ACM Building--2621 Junius Street--Administrative, Community, and Maintenance Building—room rental, public service meetings, resident activities and Nutrition Center.
- TX21P470-003, Presidente Villa--30 family units--29th Street at LBJ Drive--Pets allowed.
- Family Investment Center--416 East 28th Street--A Center that provides help to families so they will have better access to education and employment opportunities that help residents achieve self-sufficiency. The Center also provides supportive services, including childcare, Head Start program, computer

skills training, literacy training, and high school graduate equivalency training.

- San Angelo Resident Council Organization—2621 Junius St., ACM Bldg. Nutrition Center--

  Meeting time: 10:00 a.m. once per quarter--The goal of the organization is to get residents involved in their community, to promote resident responsibility and involvement, and to create a positive image.

  - TX21P470-008 Acquisition Villa--24 family homes

1701 Dove Creek	1721 Parkview	1813 North Harrison
1650 Idaho	2016 North Harrison	1606 Idaho
1706 Parker	3937 High Meadow	1215 East 26th Street
3845 Butterfield	1225 East 26th Street	3665 Old Post Circle
1239 East 26th Street	3220 Oxford	1201 Woodruff
2712 Southwestern	1331 Richard	2613 Yale
225 Dellwood	2739 Rice	130 Norwood
3801 Robinhood	1726 Kansas	228 Twin Oaks

- Central office location
  San Angelo Public Housing Authority
  115 West 1st Street
  San Angelo, TX 76903
  Phone Number: (915) 481-2500
  Fax Number: (915) 481-2505
  TDD Number: (915) 481-2508

  Office hours: 8:00 a.m. to 12:00 noon
  1:00 p.m. to 5:00 p.m.
  Monday through Friday

- Satellite Office Location
  2621 Junius, ACM Building
  San Angelo, TX 76901
  Phone Number (915)

HOUSING AUTHORITY OF THE CITY OF SAN ANGELO, TEXAS

General Purpose Financial Statements and Supplementary Information

For the Year Ended September 30, 2002

WEBB & WEBB
CERTIFIED PUBLIC ACCOUNTANTS

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FINANCIAL SECTION

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AND
WEBB

CERTIFIED PUBLIC ACCOUNTANTS

UNQUALIFIED OPINION ON GENERAL-PURPOSE FINANCIAL STATEMENTS AND SUPPLEMENTARY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Independent Auditor's Report

Board of Commissioners
Housing Authority of the City of San Angelo, Texas
115 W. 1st Street
San Angelo, TX 76903

To the Members of the Board of Commissioners:

We have audited the accompanying general-purpose financial statements of Housing Authority of the City of San Angelo, Texas (the Housing Authority) as of and for the year ended September 30, 2002, as listed in the table of contents. These general-purpose financial statements are the responsibility of the Housing Authority's management. Our responsibility is to express an opinion on these general-purpose financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the general-purpose financial statements referred to above present fairly, in all material respects, the financial position of Housing Authority of the City of San Angelo, Texas as of September 30, 2002, and the results of its operations and the cash flows of its proprietary fund types and nonexpendable trust funds for the year then ended in conformity with U.S. generally accepted accounting principles.

In accordance with *Government Auditing Standards,* we have also issued our report dated March 29, 2003, on our consideration of the Housing Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was performed for the purpose of forming an opinion on the general-purpose financial statements of Housing Authority of the City of San Angelo, Texas taken as a whole.

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* and is not a required part of the general-purpose financial statements. The combining statements and other schedules and Financial Data Schedule listed in the table of contents are likewise presented for purposes of additional analysis and not a part of the general-purpose financial statements.

These combining statements and schedules have been subjected to the auditing procedures applied in the audit of the general-purpose financial statements and, in our opinion, are fairly stated, in all material respects, in relation to the general-purpose financial statements taken as a whole.

Webb & Webb

March 29, 2003

VOSBURG PLACE
311 WEST CONCHO
SAN ANGELO, TEXAS 76903
PHONE (915) 658-5518

COMBINED STATEMENTS - OVERVIEW

(Liftable General Purpose Financial Statements

Housing Authority of the City of San Angelo, Texas
Combined Balance Sheet - All Fund Types and Account Groups
September 30, 2002

	Governmental		Proprietary	Account Groups		Total
	Special Revenue	Capital Projects	Enterprise	General Fixed Assets	General Long-Term Debt	(Memorandum Only)
ASSETS AND OTHER DEBITS						
Cash (Note II.A.1.)	$ 121,574	$ 118,949	$ 886,645	$ -	$ -	$ 1,127,168
Investments (Notes I.D.1. & II.A.1.)	-	-	9,430	-	-	9,430
Receivables:						
Accounts	-	-	9,632	-	-	9,632
Accrued Interest	-	-	-	-	-	-
Due from Other Funds (Notes I.D.2. & II.A.3.)	-	-	12,097	-	-	12,097
Due from Other Governments (Note II.A.2.)	12,734	-	-	-	-	12,734
Restricted Assets: (Note I.D.4.)						
Bond Sinking With Trustee	-	-	42,667	-	-	42,667
Debt Service Reserve With Trustee	-	-	215,171	-	-	215,171
Replacement Escrow	-	-	5,335	-	-	5,335
Tax and Insurance Escrow	-	-	33,585	-	-	33,585
Fixed Assets: (Notes I.D.5. & II.A.4.)						
Land	-	-	1,039,233	-	-	1,039,233
Buildings	-	-	11,716,222	-	-	11,716,222
Improvements Other Than Buildings	-	-	376,871	-	-	376,871
Machinery and Equipment	-	-	695,139	167,803	-	862,942
Construction in Progress	-	-	-	-	-	-
Less: Accumulated Depreciation	-	-	(4,189,890)	-	-	(4,189,890)
Deferred Charges (Note I.D.3.)	-	-	172,570	-	-	172,570
Other Debits:						
Amounts to be Provided for Retirement of Long-term Debt	-	-	-	-	39,188	39,188
TOTAL ASSETS AND OTHER DEBITS	$ 134,308	$ 118,949	$ 11,024,707	$ 167,803	$ 39,188	$ 11,484,955
LIABILITIES, EQUITY AND OTHER CREDITS						
LIABILITIES						
Accounts Payable	$ 2,100	$ -	$ 95,206	$ -	$ -	$ 97,306
Accrued Salaries and Wages	7,689	-	44,729	-	-	52,418
Due to Other Funds (Notes I.D.2. & II.A.3.)	12,097	-	-	-	-	12,097
Due to Other Governments	1,771	118,644	-	-	-	120,415
Deferred Revenue	-	-	253,137	-	-	253,137
FSS Escrow Funds	22,305	-	-	-	-	22,305
Payment in Lieu of Taxes	-	-	19,901	-	-	19,901
Notes Payable	-	-	451,261	-	-	451,261
Liabilities Payable from Restricted Assets:						
Payment in Lieu of Taxes	-	-	98,753	-	-	98,753
Accrued Interest	-	-	15,942	-	-	15,942
Revenue Bonds Payable (Note II.B.2.)	-	-	100,000	-	-	100,000
Deposits	-	-	95,583	-	-	95,583
Revenue Bonds Payable - Noncurrent (Note II.B.2.)	-	-	3,038,245	-	-	3,038,245
Compensated Absences (Notes I.D.6. & II.B.1.)	-	-	80,195	-	39,188	119,383
TOTAL LIABILITIES	45,962	118,644	4,292,952	-	39,188	4,496,746
EQUITY AND OTHER CREDITS						
Investment in General Fixed Assets	-	-	-	167,803	-	167,803
Contributed Capital (Note II.C.)	-	-	6,324,628	-	-	6,324,628
Unreserved Retained Earnings	-	-	407,127	-	-	407,127
Unreserved Fund Balances	88,346	305	-	-	-	88,651
TOTAL EQUITY AND OTHER CREDITS	88,346	305	6,731,755	167,803	-	6,988,209
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	$ 134,308	$ 118,949	$ 11,024,707	$ 167,803	$ 39,188	$ 11,484,955

See the accompanying notes and independent auditor's report.

Housing Authority of the City of San Angelo, Texas
Combined Statement of Revenues, Expenditures and
Changes in Fund Balances - All Governmental Fund Types
For the Year Ended September 30, 2002

	Special Revenue	Capital Projects	Total (Memorandum Only)
REVENUES			
Intergovernmental (Note II.D.)	$ 3,027,627	$ 288,192	$ 3,315,819
Investment Income - Interest	794	305	1,099
Sale of Fixed Assets	24,438	-	24,438
Miscellaneous	13,409	-	13,409
TOTAL REVENUES	3,066,268	288,497	3,354,765
EXPENDITURES			
Current:			
Community Services	44,514	-	44,514
Urban Redevelopment and Housing	2,959,505	-	2,959,505
Capital Outlay	16,000	-	16,000
TOTAL EXPENDITURES	3,020,019	-	3,020,019
OPERATING TRANSFERS			
Transfers Out	-	(288,192)	(288,192)
Excess (Deficiency) of Revenues Over (Under) Expenditures and Other Uses	46,249	305	46,554
FUND BALANCE - BEGINNING	42,097	-	42,097
FUND BALANCE - ENDING	$ 88,346	$ 305	$ 88,651

See the accompanying notes and independent auditor's report

Housing Authority of the City of San Angelo, Texas
Combined Statement of Revenues, Expenses
and Changes in Retained Earnings - Proprietary Fund Types
For the Year Ended September 30, 2002

	Proprietary Funds
OPERATING REVENUES	
Rents	$ 1,752,495
Miscellaneous	91,539
TOTAL OPERATING REVENUES	1,844,034
OPERATING EXPENSES	
Cost of Services:	
Tenant Services	5,118
Tenant Services - Salaries	51,459
Tenant Services - Benefits	6,371
Utilities	233,101
Maintenance Labor	221,898
Maintenance Material	263,194
Maintenance Contract Costs	560,060
Maintenance - Other	-
Vehicle Expense	120
Garbage and Trash Removal	25,252
Maintenance Employee Benefits	77,314
Protective Services Materials	5,015
Insurance	40,006
Payment in Lieu of Taxes	19,225
Bad Debts	13,753
Total Cost of Services	1,521,886
Administrative:	
Salaries and Wages	313,116
Legal Expense	6,228
Staff Training	11,019
Travel	15,805
Accounting and Auditing	52,992
Administrative Expense	369
Appraisals	2,628
Public Relations	-
Data Processing Service	149
Office Rent	3,084
Employee Benefits	101,351
Sundry	17,358
Office Supplies and Expense	30,479
Equipment Rental	2,432
Dues and Publications	5,252
Parking	803
Professional Services	182
Collection Costs	4,877
Advertising	13,909
Communications	47,761
Equipment Maintenance	6,429
Inspection and Monitoring	11,788
Other General Expense	2,642
Total Administrative	650,653
Depreciation	385,392
TOTAL OPERATING EXPENSES	2,557,931
Operating Income (Loss)	(713,897)

(Continued)

Housing Authority of the City of San Angelo, Texas
Combined Statement of Revenues, Expenses
and Changes in Retained Earnings - Proprietary Fund Types
For the Year Ended September 30, 2002

(Continued)

NONOPERATING REVENUES (EXPENSES)	
Investment Income - Interest	6,265
Operating Grants	229,040
Excess of Expenses over Insurance Proceeds - Storm Damage	(9,133)
Interest and Fiscal Fees	(238,338)
Bond Issuance Cost Amortization	(15,711)
TOTAL NONOPERATING REVENUES (EXPENSES)	(27,877)
Net Income (Loss) Before Transfers	(741,774)
OPERATING TRANSFERS	
Transfers In	288,192
Transfers Out	-
Net Income (Loss)	(453,582)
DEPRECIATION TO CONTRIBUTED CAPITAL	237,133
Net Change in Retained Earnings	(216,449)
RETAINED EARNINGS - BEGINNING	484,567
Retained Earnings Restatement (Note VI.)	139,009
RETAINED EARNINGS - ENDING	$ 407,127

See accompanying notes and independent auditor's report

Housing Authority of the City of San Angelo, Texas
Combined Statement of Cash Flows - Proprietary Fund Types
For the Year Ended September 30, 2002

		Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received from Tenants	$	2,212,024
Cash Paid to Suppliers for Goods and Services	$	(1,369,520)
Payments in Lieu of Taxes	$	(22,527)
Cash Paid for Employees' Services	$	(527,531)
Cash Paid for Employee Benefits	$	(185,036)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		107,410
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Operating Grants Received	$	229,040
Operating Transfers In	$	288,192
Operating Transfers Out	$	-
Repayments of Loans to Other Funds	$	318,880
Repayments of Loans from other Funds and Loans to Other Funds	$	(156,988)
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES		679,124
NET CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition of Fixed Assets		(366,347)
Retirement of Debt		(100,000)
Interest Paid on Debt		(196,881)
Fiscal Agent Fees Related to Debt		(39,651)
Bond Discount Amortization		2,891
Withdrawn from Sinking Funds		4,174
Withdrawn from Escrow Funds		109,466
Excess of Costs over Insurance Proceeds - Storm Damage		(9,133)
Loan Proceeds		451,261
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES		(144,220)
NET CASH FLOWS FROM INVESTING ACTIVITIES		
Maturities of Investments		134,803
Interest Received on Investments		6,260
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES		141,063
NET INCREASE (DECREASE) IN CASH		783,377
CASH - BEGINNING		103,263
CASH - ENDING	$	886,640

(Continued)

Housing Authority of the City of San Angelo, Texas
Combined Statement of Cash Flows - Proprietary Fund Types
For the Year Ended September 30, 2002

(Continued)

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	
Operating Income (Loss)	(713,897)
Adjustments to Reconcile Operating Income to Net Cash Provided (used) by Operating Activities:	
Depreciation	385,393
Bad Debt Write Offs	13,753
(Increase) Decrease in:	
Accounts Receivable	126,684
Increase (Decrease) in:	
Accounts Payable	(1,468)
Accrued Salaries and Wages	33,012
Accrued Payment in Lieu of Taxes	(3,302)
Deferred Revenue	226,613
Compensated Absences	25,930
Customer Deposits	14,693
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	$ 107,411
OTHER CASH FLOW INFORMATION	
Interest Paid	$ 199,096
Bond Interest Cost Amortization	$ 15,712

See accompanying notes and independent auditor's report

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Housing Authority of the City of San Angelo, Texas (PHA) is a public housing authority which operates as an unincorporated nonprofit association under the laws of the State of Texas. The PHA provides services as authorized in its charter and by-laws, including urban redevelopment and housing and community services. The financial statements of the PHA have been prepared in conformity with U.S. generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the PHA's accounting policies are described below.

I.A. Reporting Entity

I.A.1. The PHA is governed by a board of commissioners, the members of which are appointed by the Mayor of the City of San Angelo, Texas (City), with daily operations handled by an employed director. As required by generally accepted accounting principles, these financial statements present the PHA only. The PHA is not a component unit of the City because there is no significant operational financial relationship with the City. The PHA has no component units.

I.B. Basis of Presentation—Fund Accounting

The PHA uses funds and account groups to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain PHA functions or activities.

A fund is a separate accounting entity with a self-balancing set of accounts. An account group, on the other hand, is a financial reporting device designed to provide accountability for certain assets and liabilities that are not recorded in the funds because they do not directly affect net expendable available financial resources. Funds are classified into three categories: governmental, proprietary and fiduciary. Each category, in turn, is divided into separate "fund types."

Governmental funds are used to account for general activities, including the collection and disbursement of earmarked monies (special revenue funds), the acquisition or construction of general fixed assets (capital projects funds), and the servicing of general long-term debt (debt service funds). The general fund is used to account for all activities not accounted for in some other fund. The PHA utilizes only special revenue and capital projects governmental funds.

Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. Goods or services from such activities can be provided either to outside parties (enterprise funds) or to other departments or agencies primarily within the entity (internal service funds). Proprietary funds do not apply FASB Pronouncements and Interpretations issued after November 30, 1989. The PHA utilizes only enterprise funds.

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments, or on behalf of other funds within the entity. When these assets are held under the terms of a formal trust agreement, an expendable trust fund or a nonexpendable trust fund is used. The term "nonexpendable" refers to the entity's obligation to maintain the trust principal. Agency funds generally are used to account for assets that the entity holds on behalf of others as their agent. The PHA does not utilize any fiduciary funds.

The general fixed assets account group is used to account for all fixed assets of the entity which have been acquired for general governmental purposes and for those not required to be capitalized in proprietary or trust funds.

The general long-term debt account group is used to account for all un-matured general long-term debt of the entity that is not a specific liability of any proprietary or trust fund.

Total columns on the general purpose financial statements are captioned "memorandum" to indicate that they are presented only to facilitate financial analysis. Data in these columns do not present financial position, results of operations or cash flows in conformity with GAAP. Neither are such data comparable to a consolidation. Inter-fund eliminations have not been made in the aggregation of this data.

I.C. Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

All proprietary funds and nonexpendable trust funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the balance sheet. Fund equity (i.e., net total assets) is segregated into contributed capital and retained earnings components. Proprietary fund type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total assets.

All governmental fund types and agency funds use the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt, if any, are recognized when due. Those revenues susceptible to accrual are grant and interest revenues. Miscellaneous revenues are not susceptible to accrual because generally they are not measurable until received in cash.

Proprietary fund types and nonexpendable trust funds utilize the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

The PHA reports deferred revenue on its combined balance sheet. Deferred revenues arise when potential revenue does not meet both the "measurable and "available" criteria for recognition in the current period. Deferred revenues also arise when the PHA receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the PHA has a legal claim to the resources, the liability for deferred revenue is removed from the combined balance sheet and revenue is recognized.

I.D. Assets, Liabilities and Fund Equity

I.D.1. Investments

Pursuant to GASBS 31, investments are reported at fair value. U.S. Treasury obligations are valued at the last reported sales price on a national exchange. State managed local government investment pools operate in a manner consistent with SEC's Rule 2a7 of the Investment Company Act of 1940, and use amortized cost instead of market value to report net assets to compute share prices. Accordingly, the fair value of the position in the pools is the same as the value of the shares. The State Comptroller of Public Accounts exercises oversight responsibility over the pools. Oversight includes the ability to

significantly influence operations, designation of management and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both pool participants and other persons who do not have a business relationship with the pools. The advisory board members review the investment policy and management fee structure. Year to year changes in fair value of investments, if any are shown as an adjustment to investment income. Additional investment information is presented in Note II.A.1.

The PHA's authorized investments are fully insured or collateralized certificates of deposit, U.S. Treasury obligations, direct obligations of the State of Texas or its agencies, fully collateralized repurchase agreements, and state mandated local government investment pools. All investments are types approved by The U.S. Department of Housing and Urban Development (HUD) for investment of housing authority funds.

I.D.2. Short-term Interfund Receivables / Payables

Temporary fund overdrafts in the pooled cash account and certain year-end adjustments give rise to short-term receivables / payables, with are classified as "due from other funds" or "due to other funds" on the balance sheet. These receivables / payables are usually repaid in the following month.

I.D.3. Deferred Charges

Deferred charges are recorded for bond issuance costs.

I.D.4. Restricted Assets

Certain resources are classified as restricted on the balance sheet because their use is limited by applicable bond covenants and contract agreements. These include assets for current revenue bond debt service, future revenue bond debt service, asset renewals and replacements, tax and insurance payments.

I.D.5. Fixed Assets

General fixed assets are not capitalized in the funds used to acquire or construct them. Instead, capital acquisition and construction are reflected as expenditures in governmental funds, and the related assets are reported in the general fixed assets account group. All purchased fixed assets are valued at cost. Donated fixed assets are valued at their estimated fair market value on the date received. Assets in the general fixed assets account group are not depreciated. Depreciation of buildings, improvements, and machinery and equipment in the proprietary fund types is computed using the straight-line method and estimated lives of 40, 10-40, and 5-12 years, respectively. Interest costs are not capitalized.

I.D.6. Compensated Absences

PHA employees earn vacation and sick leave, each at the rate of 1.25 working days per month. Accumulation of vacation is limited to 30 working days, and accumulation of sick leave is unlimited. Terminal benefit payoffs, for which the PHA is liable, are limited to 30 working days for unused vacation and 90 working days for unused sick leave (for sick leave, terminal benefits are paid only if an employee has completed seven years of service with the PHA). A liability is recorded in the general long-term debt account group for these accumulated terminal benefits, since they are not expected to be liquidated by the governmental fund type funds with available expendable financial resources at fiscal year end. Liabilities related to proprietary funds are recognized within each of those funds.

I.D.7. Long-Term Debt

Un-matured long-term obligations expected to be liquidated with general governmental resources are reported in the general long-term debt account group. Long-term liabilities expected to be financed from proprietary fund operations are accounted for in those funds.

I.D.8. Debt Issue Proceeds and Related Costs

Bond discounts, premiums and issuance costs for proprietary fund types are deferred and amortized over the term of the bonds using the effective interest rate method. Bond discounts are presented as a reduction of, and premiums as an addition to the face amount of the bonds payable, whereas issuance costs are recorded as deferred charges.

I.D.9. Fund Equity

Contributed capital is recorded in proprietary funds that have received capital grants or contributions from other funds. Reserves, if any, represent those portions of fund equity not appropriable for expenditure or legally segregated for a specific future use.

I.E. Revenues, Expenditures and Expenses

The PHA receives funding under HUD assistance programs. Funds for major construction are accounted for in capital projects funds. Funds for operations and capital outlay of proprietary funds are accounted for in those funds. The remainder are reported in the special revenue funds.

II. DETAIL NOTES ON ALL FUNDS AND ACCOUNT GROUPS

II.A. Assets

II.A.1. Deposits and Investments

The PHA uses a cash and investment pool, which is available for all funds. For purposes of the statement of cash flows, proprietary fund type cash and cash equivalents includes checking accounts and highly liquid debt instruments with a maturity date of less than 90 days at the date of acquisition.

At year-end, the PHA had $484,478 in an agency account at Texas State Bank. This account invests in short-term U.S. Treasuries, and is included in the cash totals for the entity.

Deposits

At year end, $57,916 of the PHA's deposits, as defined in GASBS 3, were not fully covered by Federal Depository Insurance or pledged collateral held by the PHA's agent in the PHA's name. Total deposits on September 30, 2002, not including the Texas State Bank agency account, equaled $613,030.

Investments

The authorized investments for the PHA are as discussed in Note I.D.1.

GASBS 3 requires investments to be categorized to give an indication of the level of risk assumed by the PHA at year-end, in the following categories:

> Category 1 includes investments that are insured or registered or for which the PHA or its agent, in the PHA's name, holds the securities.

Category 2 includes uninsured and unregistered investments for which the counter party's trust department or its agent, in the PHA's name, holds the securities.

Category 3 includes uninsured and unregistered investments (including the portion of the carrying amount of any repurchase agreement that exceeds the market value of the underlying securities) for which the counter party, or its trust department or its agent, but not in the PHA's name, holds the securities.

Paragraph 69 of GASBS exempts participating governments from classifying their investments in a state managed investment pool in categories of credit risk. The pool's custodial credit risk will be disclosed in GAAP financial reports issued by the government managing the pool. At year-end the PHA had the following investments. The carrying amount and fair value are the same.

	Risk Category	Amount
Certificate of Deposit	1	9,430
		$ 9,430

II.A.2 Intergovernmental receivables at year-end were comprised of federal grants and contracts.

II.A.3 Due from / to other funds at year-end were as follows:

	Receivable	Payable
Special Revenue Funds:		
Drug Elimination	-	6,882
Family Investment Center		2,927
HOME Grant		2,288
Enterprise Funds:		
Low-Rent Public Housing	12,097	-
	$ 12,097	$ 12,097

II.A.4. General Fixed Assets

Current year changes in general fixed assets are summarized below:

	Beginning	Additions	Retirements & Sales	Ending
Machinery and Equipment	167,803	-	-	167,803
Construction in Progress	483,939	-	(483,939)	-
Totals	651,742	-	(483,939)	167,803

II.B. Liabilities

II.B.1. General Long-Term Debt

During the current year, the following changes occurred in liabilities reported in the general long-term debt account group:

	Beginning	Additions	Reductions	Ending
Compensated Absences	$ 45,681	$ -	$ (6,493)	$ 39,188

II.B.2. Proprietary Fund Revenue Bonds Payable

The PHA issued revenue bonds to refinance interim financing for the acquisition of four apartment complexes from the Resolution Trust Corporation (RTC). The proceeds from the bonds were used to finance a mortgage loan from Prudential Financial to the PHA. The mortgage loan was assigned by Prudential Financial to the Federal National Mortgage Association ("Fannie Mae") in exchange for a guaranteed mortgage pass-through certificate issued by Fannie Mae and held in trust by Chase Bank of Texas, the bond trustee. (Fannie Mae guarantees payment on the pass-through certificate whether or not the PHA makes its scheduled payments. Fannie Mae, however, does not guarantee payment on the bonds.) Debt service payments are made by the PHA in the form of mortgage payments to Washington National Mortgage who extracts a servicing fee and passes the remainder on to Fannie Mae. Fannie Mae extracts a guaranty fee and pays the remainder on the pass-through certificate to be held in trust by Chase Bank of Texas to fulfill debt service requirements on the bonds. Since the mortgage pass-through certificate and mortgage with Prudential Financial are only vehicles to secure a credit enhancement and limited guaranty from Fannie Mae, neither a liability for the mortgage nor an asset for the pass-through certificate have been reflected in the financial statements.

Revenue bonds outstanding at year-end were as follows:

Description:	
$3,745,000 Revenue Bonds, Series 1995; due in annual principal payments of $50,000 to $270,000 through September 31, 2020; interest at 3.8% to 6.35%	$ 3,170,000
Less: Discount	(31,755)
	$ 3,138,245

The PHA has complied with all covenants and restrictions related to the above debt.

Annual debt service requirements to maturity are as follows:

Fiscal Year	Principal	Interest	Total
2003	100,000	191,305	291,305
2004	100,000	186,305	286,305
2005	120,000	181,205	301,205
2006	125,000	174,905	299,905
2007	130,000	168,155	298,155
2008-2012	775,000	719,355	1,494,355
2013-2017	1,040,000	445,898	1,485,898
2018-2020	780,000	87,947	1,464,155
	3,170,000	2,155,075	5,921,283
Unamortized Discount	(31,755)	-	(31,755)
NET PRINCIPAL	$ 3,138,245	$ 2,155,075	$ 5,889,528

II.B.3. Proprietary Fund Notes Payable

Notes Payable at year-end consisted of a short-term note payable taken out on September 27, 2003 in the amount of $451,261 with a 4.25% rate of interest from Texas State Bank. The note's due date was September 27, 2003, but the loan was repaid early on November 22, 2002. Loan proceeds were used to finance repairs made to the Affordable Housing properties.

II.C. Fund Equity—Contributed Capital

During the year, enterprise funds' contributed capital increased (decreased) by the following amounts:

Source	Amount
Capital Projects Fund	$ -
Depreciation	(237,133)
Net Change	(237,133)
Beginning Balance	6,561,762
Ending Balance	$ 6,324,629

II.D. Revenues

Intergovernmental revenues consisted of the following:

	Federal
Governmental Fund Types	$ 3,315,820
Proprietary Fund Types	229,040
	$ 3,544,860

III. SEGMENT INFORMATION—ENTERPRISE FUNDS

The PHA maintains two enterprise funds, which are intended to be self-supporting through user fees charged for services to the public. Financial segment information as of and for the year ended September 30, 2002 is presented below:

	Low-Rent Public Housing	Affordable Housing Properties	Total
Operating Revenues	$ 276,959	$ 1,567,076	$ 1,844,035
Depreciation	237,133	148,259	385,392
Amortization	-	15,711	15,711
Operating Income (Loss)	(556,109)	(157,788)	(713,897)
Operating Grants	229,040	-	229,040
OperatingTransfers In	288,192	-	288,192
Net Income (Loss)	(44,375)	(409,207)	(453,582)
Current Capital Contributions	-	-	-
Fixed Asset Additions	79,853	310,428	390,281
Fixed Asset Dispositions	23,938	-	23,938
Net Working Capital	488,602	(135,032)	353,570
Total Assets	7,092,928	3,931,779	11,024,707
Bonds Payable	-	3,138,245	3,138,245
Total Equity	6,895,984	(164,229)	6,731,755

IV. EMPLOYEE BENEFITS—DEFINED CONTRIBUTION PENSION PLAN

Plan Description

The PHA provides pension benefits for all of its full-time employees through a money purchase defined contribution pension plan through ING. The Housing Authority of the City of San Angelo Employees Retirement Plan is a single-employer plan that is administered by the PHA.

Benefits depend upon the sum of the employee and employer contributions to the plan with earnings. Members can retire at ages 60 and above with 5 or more years of service. A member is vested after 7

years or at normal retirement age, if earlier. The plan provisions are adopted by the governing body of the PHA within the options available in the state statutes. The PHA may amend the plan at any time, but plan assets may be used only for the benefit of covered employees and their beneficiaries, and the amounts credited to an individual's account may not be reduced.

Contributions

The contribution rate for the employees is 7%, and for the PHA is 14%, both as provided for in the plan and adopted by the governing body of the PHA. Pension expense during the current year was $108,228.

V. CONTINGENCIES

Federal Grant Programs

Amounts received or receivable from federal grantor agencies are subject to adjustments by those grantor agencies upon review of audit reports on those programs. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantors cannot be determined at this time.

VI. FUND BALANCE / RETAINED EARNINGS RESTATEMENTS

Certificates & Vouchers

Certificate fund balance of $101,325 was transferred to the Voucher program to coincide with the HUD's merger of the Certificates program into the Vouchers program.

Low-Rent Public Housing

Retained earnings were increased by $139,009 to account for prior year expenditures of the capital fund program retroactively recognized due to a budget change.

VII. RETAINED EARNINGS DEFICIT

Affordable Housing

Affordable Housing had a $164,229 deficit in retained earnings as of September 30, 2002.

VIII. FUND BALANCE DEFICIT

The HOME grant program had a deficit in fund balance of $2,288 as of September 30, 2002.

IIX. SUBSEQUENT EVENTS

The PHA sold two of the apartment complexes in its Affordable Housing Program on November 21, 2002. The Cedar Crest North and Cedar Crest South complexes were sold for contract sales prices of $305,000 and $355,000 respectively.

SUPPLEMENTARY INFORMATION

COMBINING FUND FINANCIAL STATEMENTS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted, or designated by management, to expenditure for particular purposes.

MACHADO SCHOLARSHIP - to account for funds received from a private donor for providing educational assistance to low income families.

SECTION 8 VOUCHERS - to account for fund received from the U. S. Department of Housing and Urban Development to provide housing assistance to low income families.

SECTION 8 CERTIFICATES - to account for fund received from the U. S. Department of Housing and Urban Development to provide housing assistance to low income families.

SECTION 8 FAMILY INVESTMENT CENTER - to account for funds received from the U. S. Department of Housing and Urban Development to provide incentive and financial assistance for low income families in order for them to achieve private home ownership.

SECTION 8 DRUG ELIMINATION - to account for funds received from the U. S. Department of Housing and Urban Development to assist in alleviation of drug addiction among low income families.

HOME PROGRAM - to account for funds received from the City of San Angelo, Texas under the HOME Investment Partnership Program.

Housing Authority of the City of San Angelo, Texas
Special Revenue Funds
Combining Balance Sheet
September 30, 2002

		Section 8					
	Machado Scholarship	Vouchers	Certificates	Family Investment Center	Drug Elimination	HOME Program	Total
ASSETS							
Cash	$ 8,584	$ 112,990	$ -	$ -	$ -	$ -	$ 121,574
Due from Other Funds	-	-	-	-	-	-	-
Due from Other Governments	-	1,083	-	2,927	8,724	-	12,734
TOTAL ASSETS	$ 8,584	$ 114,073	$ -	$ 2,927	$ 8,724	$ -	$ 134,308
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts Payable	$ -	$ 2,100	$ -	$ -	$ -	$ -	$ 2,100
Accrued Salaries and Wages	-	7,689	-	-	-	-	7,689
Due to Other Funds	-	-	-	2,927	6,882	2,288	12,097
Due to Other Governments	-	-	-	-	1,771	-	1,771
FSS Escrow Funds	-	22,305	-	-	-	-	22,305
TOTAL LIABILITIES	-	32,094	-	2,927	8,653	2,288	45,962
FUND BALANCES							
Unreserved	8,584	81,979	-	-	71	(2,288)	88,346
TOTAL LIABILITIES AND FUND BALANCES	$ 8,584	$ 114,073	$ -	$ 2,927	$ 8,724	$ -	$ 134,308

Housing Authority of the City of San Angelo, Texas
Special Revenue Funds
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Year Ended September 30, 2002

		Section 8					
	Machado Scholarship	Vouchers	Certificates	Family Investment Center	Drug Elimination	HOME Program	Total
REVENUES							
Intergovernmental	$ -	$ 2,984,060	$ -	$ -	$ 43,567	$ -	$ 3,027,627
Investment Income - Interest	61	733	-	-	-	-	794
Gain on Sale of Fixed Assets	-	-	-	-	-	24,438	24,438
Miscellaneous	706	12,703	-	-	-	-	13,409
TOTAL REVENUES	767	2,997,496	-	-	43,567	24,438	3,066,268
EXPENDITURES							
Current:							
Community Services:							
Staff Training	-	-	-	-	200	-	200
Travel	-	-	-	-	-	-	-
Sundry	2,198	-	-	-	40,092	-	42,290
Office Supplies and Expense	-	-	-	-	2,024	-	2,024
Total Community Services	2,198	-	-	-	42,316	-	44,514
Urban Redevelopment and and Housing:							
Administrative:							
Salaries and Wages	-	133,638	-	-	-	-	133,638
Staff Training	-	5,975	-	-	-	-	5,975
Travel	-	3,127	-	-	297	-	3,424
Accounting and Auditing	-	36,168	-	-	-	-	36,168
Legal Expense		2,584				1,073	3,657
Appraisals	-	44					44
Office Rent	-	1,716	-	-	-	-	1,716
Data Processing Services	-	44	-	-	-	-	44
Employee Benefits	-	52,194	-	-	-	-	52,194
Sundry	-	(142)	-	-	-	-	(142)
Office Supplies and Expense	-	6,361	-	-	-	-	6,361
Equipment Rental	-	175	-	-	-	-	175
Dues and Publications	-	952	-	-	-	-	952
Parking	-	437	-	-	-	-	437
Advertising	-	19	-	-	-	-	19
Public Relations		-					-
Communications	-	6,718	-	-	-	-	6,718
Equipment Maintenance	-	2,907	-	-	-	-	2,907
Total Administrative	-	252,917	-	-	297	1,073	254,287

(Continued)

Housing Authority of the City of San Angelo, Texas
Special Revenue Funds
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Year Ended September 30, 2002

		Section 8					
	Machado Scholarship	Vouchers	Certificates	Family Investment Center	Drug Elimination	HOME Program	Total
(Continued)							
Housing Services:							
Tenant Services	-	64,385	-	-	-	-	64,385
Lawn & Landscaping	-	-	-	-	-	500	500
Maintenance Materials	-	765	-	-	-	-	765
Maintenance Contract					954		954
Costs	-	731	-	-	-	-	731
Insurance	-	18,795	-	-	-	-	18,795
Utilities	-	-	-	-	-	-	-
Other General Expense	-	1,747	-	-	-	-	1,747
Housing Assistance	-	2,617,341	-	-	-	-	2,617,341
Total Housing Services	-	2,703,764	-	-	954	500	2,705,218
Total Urban Redevelopment and Housing	-	2,956,681	-	-	1,251	1,573	2,959,505
Capital Outlay	-	-	-	-	-	16,000	16,000
TOTAL EXPENDITURES	2,198	2,956,681	-	-	43,567	17,573	3,020,019
OPERATING TRANSFERS							
Transfers In	-	-	-	-	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,431)	40,815	-	-	-	6,865	46,249
FUND BALANCE - BEGINNING	10,015	(60,161)	101,325	-	71	(9,153)	42,097
Fund Balance Restatement	-	101,325	(101,325)	-	-	-	-
FUND BALANCE - ENDING	$ 8,584	$ 81,979	$ -	$ -	$ 71	$ (2,288)	$ 88,346

ENTERPRISE FUNDS

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises -- where the intent of management is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where management has decided that periodic determination of net income is appropriate for accountability purposes.

LOW-RENT PUBLIC HOUSING - to account for the operations of the PHA owned housing units which were acquired or constructed with funds received from the U. S. Department of Housing and Urban Development.

AFFORDABLE HOUSING PROPERTIES - to account for the operations of apartment complexes acquired from the RTC with the proceeds of revenue bonds.

Housing Authority of the City of San Angelo, Texas
Enterprise Funds
Combining Balance Sheet
September 30, 2002

	Low-Rent Public Housing	Affordable Housing Properties	Total
ASSETS			
Current Assets:			
Cash	$ 613,481	$ 273,164	$ 886,645
Investments	9,430	-	9,430
Receivables:			
Accounts	7,017	2,615	9,632
Accrued Interest	-	-	-
Due from Other Funds	12,097	-	12,097
Total Current Assets	642,025	275,779	917,804
Restricted Assets:			
Bond Sinking With Trustee	-	42,667	42,667
Debt Service Reserve With Trustee	-	215,171	215,171
Replacement Escrow	-	5,335	5,335
Tax and Insurance Escrow	-	33,585	33,585
Total Restricted Assets	-	296,758	296,758
Fixed Assets:			
Land	610,721	428,512	1,039,233
Buildings	8,828,514	2,887,708	11,716,222
Improvements Other Than Buildings	-	376,871	376,871
Machinery and Equipment	236,520	458,619	695,139
Construction in Progress	-	-	-
Total Fixed Assets	9,675,755	4,151,710	13,827,465
Less: Accumulated Depreciation	(3,224,852)	(965,038)	(4,189,890)
Net Fixed Assets	6,450,903	3,186,672	9,637,575
Other Assets:			
Deferred Charges	-	172,570	172,570
TOTAL ASSETS	$ 7,092,928	$ 3,931,779	$ 11,024,707

(Continued)

Housing Authority of the City of San Angelo, Texas
Enterprise Funds
Combining Balance Sheet
September 30, 2002

	Low-Rent Public Housing	Affordable Housing Properties	Total
(Continued)			
LIABILITIES AND EQUITY			
Current Liabilities:			
Accounts Payable	$ 78,705	$ 16,499	$ 95,204
Accrued Salaries and Wages	36,617	8,114	44,731
Deferred Revenue	18,200	234,937	253,137
Payment in Lieu of Taxes	19,901	-	19,901
Notes Payable	-	451,261	451,261
Due to Other Funds	-	-	-
Total Current Liabilities	153,423	710,811	864,234
Liabilities Payable from Restricted Assets:			
Payment in Lieu of Taxes	-	98,753	98,753
Accrued Interest	-	15,942	15,942
Revenue Bonds Payable	-	100,000	100,000
Total Liabilities Payable from Restricted Assets	-	214,695	214,695
Noncurrent Liabilities:			
Deposits	23,616	71,967	95,583
Revenue Bonds Payable	-	3,038,245	3,038,245
Compensated Absences	19,905	60,290	80,195
Total Noncurrent Liabilities	43,521	3,170,502	3,214,023
TOTAL LIABILITIES	196,944	4,096,008	4,292,952
EQUITY			
Contributed Capital	6,324,628	-	6,324,628
Unreserved Retained Earnings	571,356	(164,229)	407,127
TOTAL EQUITY	6,895,984	(164,229)	6,731,755
TOTAL LIABILITIES AND EQUITY	7,092,928	3,931,779	11,024,707

Housing Authority of the City of San Angelo, Texas
Enterprise Funds
Combining Statement of Revenues, Expenses
and Changes in Retained Earnings
For the Year Ended September 30, 2002

	Low-Rent Public Housing	Affordable Housing Properties	Total
OPERATING REVENUES			
Rents	$ 239,978	$ 1,512,517	$ 1,752,495
Miscellaneous	36,981	54,558	91,539
TOTAL OPERATING REVENUES	276,959	1,567,075	1,844,034
OPERATING EXPENSES			
Cost of Services:			
Tenant Services	4,826	292	5,118
Tenant Services - Salaries	24,960	26,499	51,459
Tenant Services - Employee Benefits	2,229	4,142	6,371
Utilities	50,755	182,346	233,101
Maintenance Labor	67,812	154,086	221,898
Maintenance Material	72,978	190,216	263,194
Maintenance Contract Costs	137,203	422,857	560,060
Maintenance - Other	-	-	-
Vehicle Expense	120	-	120
Garbage and Trash Removal	691	24,561	25,252
Maintenance Employee Benefits	22,039	55,275	77,314
Protective Services Materials	29	4,986	5,015
Insurance	17,375	22,631	40,006
Payment in Lieu of Taxes	19,225	-	19,225
Bad Debts	14,718	(965)	13,753
Total Cost of Services	434,960	1,086,926	1,521,886
Administrative:			
Salaries and Wages	72,110	241,006	313,116
Legal Expense	1,023	5,205	6,228
Staff Training	3,215	7,804	11,019
Travel	6,011	9,794	15,805
Accounting and Auditing	18,253	34,739	52,992
Administrative Expense	-	369	369
Appraisals	2,231	397	2,628
Public Relations	-	-	-
Data Processing Service	19	130	149
Office Rent	684	2,400	3,084
Employee Benefits	27,796	73,555	101,351
Sundry	2,530	14,828	17,358
Office Supplies and Expense	8,327	22,152	30,479
Equipment Rental	2,174	258	2,432
Dues and Publications	1,308	3,944	5,252

(Continued)

Housing Authority of the City of San Angelo, Texas
Enterprise Funds
Combining Statement of Revenues, Expenses
and Changes in Retained Earnings
For the Year Ended September 30, 2002

	Low-Rent Public Housing	Affordable Housing Properties	Total
(Continued)			
Parking	183	620	803
Professional Services	182	-	182
Collection Costs	57	4,820	4,877
Advertising	828	13,081	13,909
Communications	12,552	35,209	47,761
Equipment Maintenance	1,499	4,930	6,429
Inspection and Monitoring	-	11,788	11,788
Other General Expense	(7)	2,649	2,642
Total Administrative	160,975	489,678	650,653
Depreciation	237,133	148,259	385,392
TOTAL OPERATING EXPENSES	833,068	1,724,863	2,557,931
Operating Income (Loss)	(556,109)	(157,788)	(713,897)
NONOPERATING REVENUES (EXPENSES)			
Investment Income - Interest	3,635	2,630	6,265
Operating Grants	229,040	-	229,040
Insurance Proceeds - Storm Damage	(9,133)	-	(9,133)
Interest and Fiscal Fees	-	(238,338)	(238,338)
Bond Issuance Cost Amortization	-	(15,711)	(15,711)
TOTAL NONOPERATING REVENUES (EXPENSES)	223,542	(251,419)	(27,877)
Net Income (Loss) Before Transfers	(332,567)	(409,207)	(741,774)
OPERATING TRANSFERS			
Transfers In	288,192	-	288,192
Transfers Out	0	-	-
Net Income (Loss)	(44,375)	(409,207)	(453,582)
DEPRECIATION TO CONTRIBUTED CAPITAL	237,133	-	237,133
Net Change in Retained Earnings	192,758	(409,207)	(216,449)
RETAINED EARNINGS - BEGINNING	239,589	244,978	484,567
Retained Earnings Restatement	139,009	-	139,009
RETAINED EARNINGS - ENDING	$ 571,356	$ (164,229)	$ 407,127

Housing Authority of the City of San Angelo, Texas
Enterprise Funds
Combining Statement of Cash Flows
For the Year Ended September 30, 2002

	Low-Rent Public Housing	Affordable Housing Properties	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Tenants	$ 405,976	$ 1,806,048	$ 2,212,024
Cash Paid to Suppliers for Goods and Services	(363,013)	(1,006,507)	(1,369,520)
Payments in Lieu of Taxes	(22,527)	-	(22,527)
Cash Paid for Employees' Services	(131,329)	(396,202)	(527,531)
Cash Paid for Employee Benefits	(52,064)	(132,972)	(185,036)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(162,957)	270,367	107,410
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Operating Grants Received	229,040	-	229,040
Operating Transfers In	288,192	-	288,192
Operating Transfers Out	-	-	-
Repayments of Loans to Other Funds	318,880	-	318,880
Repayments of Loans from other Funds and Loans to Other Funds	(156,988)	-	(156,988)
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES	679,124	-	679,124
NET CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition of Fixed Assets	(55,918)	(310,429)	(366,347)
Retirement of Debt	-	(100,000)	(100,000)
Interest Paid on Debt	-	(196,881)	(196,881)
Fiscal Agent Fees Related to Debt	-	(39,651)	(39,651)
Bond Discount Amortization	-	2,891	2,891
Withdrawn from Sinking Funds	-	4,174	4,174
Withdrawn from Escrow Funds	-	109,466	109,466
Insurance Proceeds for Storm Damage	(9,133)	-	(9,133)
Loan Proceeds	-	451,261	451,261
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	(65,051)	(79,169)	(144,220)
NET CASH FLOWS FROM INVESTING ACTIVITIES			
Maturities of Investments	134,803	-	134,803
Interest Received on Investments	3,635	2,625	6,260
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	138,438	2,625	141,063
NET INCREASE (DECREASE) IN CASH	589,554	193,823	783,377
CASH - BEGINNING	23,928	79,335	103,263
CASH - ENDING	$ 613,482	$ 273,158	$ 886,640

(Continued)

Housing Authority of the City of San Angelo, Texas
Enterprise Funds
Combining Statement of Cash Flows
For the Year Ended September 30, 2002

	Low-Rent Public Housing	Affordable Housing Properties	Total
(Continued)			
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating Income (Loss)	$ (556,109)	$ (157,788)	(713,897)
Adjustments to Reconcile Operating Income to Net Cash Provided (used) by Operating Activities:			
Depreciation	237,134	148,259	385,393
Bad Debt Write Offs	14,718	(965)	13,753
(Increase) Decrease in:			
Accounts Receivable	120,674	6,010	126,684
Increase (Decrease) in:			
Accounts Payable	(17,967)	16,499	(1,468)
Accrued Salaries and Wages	33,592	(580)	33,012
Accrued Payment in Lieu of Taxes	(3,302)	-	(3,302)
Deferred Revenue	7,632	218,981	226,613
Compensated Absences	(39)	25,969	25,930
Customer Deposits	711	13,982	14,693
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	$ (162,956)	$ 270,367	$ 107,411
OTHER CASH FLOW INFORMATION			
Interest Paid	$ -	$ 199,096	$ 199,096
Bond Interest Cost Amortization	$ -	$ 15,712	$ 15,712

SINGLE AUDIT SECTION

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CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENTAL AUDITING STANDARDS*

Independent Auditor's Report

Board of Commissioners
Housing Authority of the City of San Angelo, Texas
115 W. 1st Street
San Angelo, TX 76903

To the Members of the Board of Commissioners:

We have audited the financial statements of the Housing Authority of the City of San Angelo, Texas as of and for the year ended September 30, 2002, and have issued our report thereon dated March 29, 2003. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether the Housing Authority of the City of San Angelo, Texas's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards.* However, we noted certain immaterial instances of noncompliance that we have reported to the management of the Housing Authority of the City of San Angelo, Texas in a letter dated March 29, 2003.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Housing Authority of the City of San Angelo, Texas's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting.

Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses. However, we noted other matters involving the internal control over financial reporting that we have reported to the management of the Housing Authority of the City of San Angelo, Texas in a separate letter dated March 29, 2003.

This report is intended for the information of the Housing Authority's Commissioners, the audit committee, the management, federal awarding agencies and pass-through entities, and is not intended to be used and should not be used by anyone other than these specified parties.

Webb & Webb

March 29, 2003

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CERTIFIED PUBLIC ACCOUNTANTS

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Independent Auditor's Report

Board of Commissioners
Housing Authority of the City of San Angelo, Texas
115 W. 1st Street
San Angelo, TX 76903

To the Members of the Board of Commissioners:

Compliance

We have audited the compliance of the Housing Authority of the City of San Angelo, Texas with the types of compliance requirements described in the U *S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended September 30, 2002. The Housing Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the Housing Authority of the City of San Angelo, Texas's management. Our responsibility is to express an opinion on the Housing Authority's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.* Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Housing Authority of the City of San Angelo, Texas's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the Housing Authority of the City of San Angelo, Texas's compliance with those requirements.

In our opinion, the Housing Authority of the City of San Angelo, Texas complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended September 30, 2002. However, the results of our auditing procedures disclosed an instance of noncompliance with those requirements that is required to be reported in accordance with OMB Circular A-133 and which is described in the accompanying schedule of findings and questioned costs as item 02-1.

Internal Control Over Compliance

The management of the Housing Authority of the City of San Angelo, Texas is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the Housing Authority's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components

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does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

This report is intended for the information of the Housing Authority's Commissioners, the audit committee, the management, federal awarding agencies and pass-through entities and is not intended to be used and should not be used by anyone other than these specified parties.

Webb & Webb

March 29, 2003

Housing Authority of the City of San Angelo, Texas
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2002

I. Summary of the Auditor's Results:

a. Type of report on financial statements:	Unqualified Opinion.
b. Reportable conditions in internal control:	None.
c. Material weaknesses involving reportable conditions:	None.
d. Noncompliance material to the financial statements:	None.
e. Type of report on compliance for major programs:	Unqualified Opinion.
f. Findings and questioned costs for federal awards:	Detailed in Section III
g. Major federal programs:	U.S. Department of Housing and Urban Development CFDA 14.871 Housing Choice Vouchers
h. Dollar threshold used to distinguish between Type A and Type B programs:	$300,000
i. Low-risk auditee statements:	The PHA qualified as a low-risk auditee.

II. Findings Relating to the Financial Statements Which Are Required to be Reported in Accordance with *Generally Accepted Government Auditing Standards.*

None.

III. Findings and Questioned Costs for Federal Awards Including Audit Findings as Described in I.f. Above.

02-1. **Statement of Condition:** Testing of the Housing Choice Voucher tenant files indicated various errors in the calculation of family rent payments to owners and HAP payments to owners. In our test of fifty-nine files, the following error rates applicable to this issue were observed:

- 40.68% of files in the sample contained errors relating to third-party verification of reported family assets. (In most of these exceptions, the tenant self-reported a bank account balance, but the PHA did not verify the balance through a third-party information request or other means.)
- 27.12% of files in the sample contained an incorrectly calculated utility allowance.
- 27.12% of files in the sample contained an erroneous calculation of the tenant rent payment.
- 27.12% of files in the sample contained an erroneous calculation of the HAP payment to the landlord.

The PHA is required to report on its Housing Choice Voucher tenant files in the SEMAP Certification. In Item 3, the PHA reported that at least 90% of the files it sampled had proper third party verification of income, proper use of verifications in calculating adjusted income, proper allowances for expenses, and appropriate utility allowances. In Item 10, the PHA reported family rent to the owner in the Rental Voucher program was correct.

Criteria: The PHA is required to follow the guidelines established by HUD in the initial certification and annual re-examination of program participants.

- The HUD Voucher Program Guidebook prescribes the requirements for third-party verification of tenant's self-reported assets. Third party verification is required for reported assets. Chapter 5 of the Guidebook states the following: "A PHA may resort to use of family certification of facts only when neither a third party nor documents are available. The

client file would include notes documenting efforts to obtain third party verification and documents for review and an explanation why those were not obtained."

- The HUD Voucher Program Guidebook also provides guidance pertaining to the proper use of the utility allowance in calculating the family rent to owner. In concordance with the guidelines set forth, the PHA must calculate an appropriate utility allowance for each tenant at the time of initial program entry, based on Section 11 of the Request for Tenancy Approval (HUD Form 52517). This section details the utilities for which both the tenant and the property owner are responsible. Chapter Eighteen of the Guidebook states the following: "Among other factors, SEMAP Indicator 3, Determination of Adjusted Income, measures the extent to which the PHA uses the appropriate utility allowances to determine gross rent for the unit leased. This requires that the PHA, in its supervisory quality control reviews, verify that the correct utility allowances were used in calculating the utility allowances for the families reviewed."

Effect of Condition: Our sample of fifty-nine files indicated the following dollar amounts by which family rent to owner and HAP to owner should be changed:

- Tenant rent payments in the sample should be increased by $169. The total tenant rent payments in the sample equaled $8,235. This is a proposed increase of 2.05%
- HAP payments to landlords in the sample should be decreased by $160. The total HAP payments to landlords in the sample equaled $17,990. This is a proposed decrease of 0.89%.
- Utility allowances in the sample should be decreased by $66. The total utility allowances in the sample equaled $4,237. This is a proposed decrease of 1.53%.
- Utility reimbursements to the family in the sample should be decreased by $3. The total utility reimbursements to the family in the sample equaled $220. This is a proposed decrease of 1.36%.

Cause of Condition: Data related to the tenant files in the sample was not appropriately compiled. In addition, certain data was not appropriately correlated to the calculations of the family rent to owner and HAP to landlord.

Recommendation: The PHA should develop control procedures to include a review of Section 8 Voucher files by a person outside of the Section 8 department. In addition, a checklist detailing all required information and calculations would be beneficial if used and included in each Section 8 file.

Housing Authority of the City of San Angelo, Texas
Corrective Action Plan
For the Year Ended September 30, 2002

Finding 02-1

The PHA will develop control procedures to include a review of Section 8 Voucher files by a staff person outside the Section 8 Department. A checklist detailing all required information and calculations will be developed, used, and included in each Section 8 tenant file. Section 8 Staff will be counseled on the proper procedures to follow in compilation of tenant file data, and Housing Counselors will be sent to training to review the procedures for calculation of family rent to owner and the HAP to landlords.

Housing Authority of the City of San Angelo, Texas
Summary Schedule of Prior Audit Findings
For the Year Ended September 30, 2002

There were no prior year audit findings.

Contact Person: Mark Lambert, Assistant Executive Director/CFO
(915) 481-2503

Housing Authority of the City of San Angelo, Texas
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2002

Federal Grantor / Pass-Through Grantor / Program Title	Grant Number	Program Period Ending	Federal CFDA Number	Disbursements / Expenditures	Pass-Through Amount to Subrecipient
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Direct Programs:					
Low-Income Housing Operating Subsidy	TX47000102S	9/30/2001	14.850	$ 229,040.00	
Capital Fund Grant	TX21P470501-00	9/30/2000	14.851	130,930.00	
	TX21P470501-01	9/30/2001	14.851	157,262.00	
				288,192.00	
Section 8 Drug Elimination	TX21DEP470100	12/31/2000	14.854	6,405.00	
	TX21DEP470101	12/31/2001	14.854	37,163.00	
				43,568.00	
Housing Choice Vouchers	TX470VO	9/30/2001	14.871	2,984,060.00	
Total Direct Programs				3,544,860.00	
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 3,544,860.00	

1. Federal programs were accounted for in Special Revenue and Capital Projects Governmental Fund types and Enterprise Proprietary Fund type.

2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The Governmental Fund types are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities and the fund balance are included on the balance sheet. Operating statements of these funds present increases and decreases in net current assets.

   Proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the balance sheet. Fund equity (i.e., net total assets) is segregated into contributed capital and retained earnings components. Proprietary fund type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total assets.

   All governmental fund types and agency funds use the modified accrual basis of accounting. This basis of accounting recognized revenues in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on General Long-Term Debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

   Proprietary fund types and nonexpendable trust funds utilize the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

   Federal grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant and, accordingly, when such funds are received, they are recorded as deferred revenues until earned.

3. The period of availability for federal grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal project period extended 30 days beyond the federal project period ending date, in accordance with provisions in Section H, Period of Availability of Federal Funds, Part 3, OMB Circular A-133 Compliance Supplement – Provisional 6/97.

FINANCIAL DATA SCHEDULE (Supplemental Information)
(Submitted Electronically by the PHA)

Housing Aughority of the City of San Angelo, Texas
Financial Data Schedule - Balance Sheet
September 30, 2002

Line Item #	Account Description	Vouch.	Cert.	FIC	Drug Elim.	Other Federal Prog. 1	State/ Local	Capital Fund Program	LRPH	Business Activities	General Fixed Assets	General L-T Debt
Assets	**Current Assets**											
	Cash:											
111	Unrestricted	112,990	-	-	-	-	8,584	118,949	613,484	273,164	-	-
112	Restricted-Modernization & Dev										-	-
100	**Total Cash**	112,990	-	-	-	-	8,584	118,949	613,484	273,164	-	-
	Receivables:											
122	HUD Other Projects	1,083	-	2,927	8,724	-	-	-	-	-	-	-
124	Other Government	-	-	-	-	-	-	-	-	-	-	-
125	Miscellaneous	-	-	-	-	-	-	-	-	1,564	-	-
126	Tenants-Dwelling Rents	-	-	-	-	-	-	-	7,016	1,051	-	-
126.1	Allow for Doubtful Accts-Rents	-	-	-	-	-	-	-	-	-	-	-
129	Accrued Interest	-	-	-	-	-	-	-	-	-	-	-
120	**Total Receivables**	1,083	-	2,927	8,724	-	-	-	7,016	2,615	-	-
131	Investments-Unrestricted	-	-	-	-	-	-	-	9,430	-	-	-
132	Investments-Restricted	-	-	-	-	-	-	-	-	-	-	-
142	Prepaid Expenses & Other Assets	-	-	-	-	-	-	-	-	33,586	-	-
144	Interprog-Due From	-	-	-	-	-	-	-	12,097	-	-	-
146	Amount to be Provided	-	-	-	-	-	-	-	-	-	-	39,188
150	**Total Current Assets**	114,073	-	2,927	8,724	-	8,584	118,949	642,027	309,365	-	39,188
	Noncurrent Assets											
	Fixed Assets:											
161	Land	-	-	-	-	-	-	-	610,721	428,511	-	
162	Buildings	-	-	-	-	-	-	-	8,828,513	3,264,579	-	
163	Furn, Eq. & Mach-Dwellings	-	-	-	-	-	-	-	137,270	439,962	-	
164	Furn, Eq. & Mach-Admin	-	-	-	-	-	-	-	99,250	18,655	167,803	
165	Leashold Improvements								-	-		
166	Accumulated Deprec.	-	-	-	-	-	-	-	(3,224,852)	(965,040)	-	
167	Construction in Progress											
160	**Total Fixed Assets**	-	-	-	-	-	-	-	6,450,902	3,186,667	167,803	-
174	Other Assets	-	-	-	-	-	-	-	-	435,744		
180	**Total Noncurrent Assets**	-	-	-	-	-	-	-	6,450,902	3,622,411	167,803	-
190	**Total Assets**	114,073	-	2,927	8,724	-	8,584	118,949	7,092,929	3,931,776	167,803	39,188
Liab &	**Liabilities**											
Equity	**Current Liabilities:**											
312	Accts Payable <= 90 Days	1,653	-	-	-	-	-	-	78,705	16,499	-	-
321	Accr Wages / PR Taxes	8,136	-	-	-	-	-	-	56,523	8,112	-	-
322	Accr Comp. Absences	-	-	-	-	-	-	-	-	60,290	-	-
325	Accr Interest Payable	-	-	-	-	-	-	-	-	15,942	-	-
331	Accts Payable-HUD PHA Programs	-	-	-	1,771	-	-	118,644	-	-	-	-
333	Accts Payable-Other Government	-	-	-	-	-	-	-	19,901	98,753	-	-
341	Tenant Security Deposits	-	-	-	-	-	-	-	23,616	71,967	-	-
342	Deferred Revenues	-	-	-	-	-	-	-	18,200	234,937	-	-
343	Current Portion LTD-Capital Projects	-	-	-	-	-	-	-	-	100,000	-	-
345	Other Current Liabilities	22,306	-	-	-	-	-	-	-	451,261	-	-
347	Interprog-Due To	-	-	2,927	6,882	2,288	-	-	-	-	-	-
310	**Total Current Liabilities**	32,095	-	2,927	8,653	2,288	-	118,644	196,945	1,057,761	-	-
	Noncurrent Liabilities											
351	L-T Debt-Capital Projects	-	-	-	-	-	-	-	-	-	-	-
353	Noncurrent Liab-Other	-	-	-	-	-	-	-	-	3,038,245	-	39,188
350	**Total Noncurrent Liab.**	-	-	-	-	-	-	-	-	3,038,245	-	39,188
300	**Total Liabilities**	32,095	-	2,927	8,653	2,288	-	118,644	196,945	4,096,006	-	39,188
Equity	**Equity:**											
501	Investment in Gen Fixed Assets	-	-	-	-	-	-	-	-	-	167,803	-
	Contributed Capital:											
504	Net HUD PHA Contributions	-	-	-	-	-	-	-	6,324,629	-	-	-
508	**Total Contributed Capital**	-	-	-	-	-	-	-	6,324,629	-	-	-
512	Undesig Fund Bal/Ret Earnings	81,978	-	-	71	(2,288)	8,584	305	571,355	(164,230)	-	-
513	**Total Equity**	81,978	-	-	71	(2,288)	8,584	305	6,895,984	(164,230)	167,803	-
600	**Total Liabilities & Equity**	114,073	-	2,927	8,724	-	8,584	118,949	7,092,929	3,931,776	167,803	39,188

Housing Aughority of the City of San Angelo, Texas
Financial Data Schedule - Revenue & Expense
For the Year Ended September 30, 2002

Line Item #	Account Description	Vouch.	Cert.	FIC	Drug Elim.	Other Federal Prog. 1	State/ Local	Capital Fund Program	LRPH	Business Activities	General Fixed Assets	General L-T Debt
	Revenues:											
703	Net Tenant Rental Revenue	-	-	-	-	-	-	-	193,379	1,512,518	-	-
704	Tenant Revenue-Other	-	-	-	-	-	-	-	46,595	-	-	-
705	**Total Tenant Revenue**	-	-	-	-	-	-	-	239,974	1,512,518	-	-
706	HUD PHA Grants	2,984,060	-	-	43,567	-	-	288,192	229,040	-	-	-
708	Other Government Grants	-	-	-	-	-	-	-	-	-	-	-
711	Investment Income-Unrestricted	733	-	-	-	-	61	305	3,635	1,526	-	-
714	Fraud Recovery	1,657	-	-	-	-	-	-	-	-	-	-
715	Other Revenue	11,045	-	-	-	24,584	706	-	36,983	54,559	-	-
720	Investment Income-Restricted	-	-	-	-	-	-	-	-	1,104	-	-
700	**Total Revenue**	2,997,495	-	-	43,567	24,584	767	288,497	509,632	1,569,707	-	-
	Expenses											
	Administrative:											
911	Administrative Salaries	133,638	-	-	-	-	-	-	72,110	241,006	-	-
912	Auditing Fees	13,279	-	-	-	-	-	-	8,105	7,267	-	-
913	Outside Management Fees	-	-	-	-	-	-	-	10,148	-	-	-
915	Employee Benefits-Administrative	52,193	-	-	-	-	-	-	27,797	73,555	-	-
916	Other Operating-Administrative	53,764	-	-	42,613	1,219	2,198	-	40,594	204,418	-	-
	Tenant Services:											
921	Tenant Services-Salaries	53,587	-	-	-	-	-	-	29,725	26,674	-	-
923	Employee Benefits-Tenant	10,797	-	-	-	-	-	-	2,228	4,143	-	-
924	Tenant Services-Other	44	-	-	-	-	-	-	2,412	496	-	-
	Utilities:											
931	Water	-	-	-	-	-	-	-	20,955	68,564	-	-
932	Electricity	-	-	-	-	-	-	-	24,453	95,048	-	-
933	Gas	-	-	-	-	-	-	-	4,891	18,736	-	-
934	Fuel	-	-	-	-	-	-	-	457	-	-	-
	Ordinary Maint & Operations:											
941	Labor	-	-	-	-	-	-	-	67,812	154,358	-	-
942	Materials & Other	765	-	-	569	500	-	-	72,976	189,947	-	-
943	Contract Costs	731	-	-	385	-	-	-	137,894	447,468	-	-
945	Employee Benefits-Ord Maint	-	-	-	-	-	-	-	22,039	55,275	-	-
953	Protective Services-Other	-	-	-	-	-	-	-	29	4,987	-	-
	General Expenses:											
961	Insurance Premiums	18,795	-	-	-	-	-	-	17,374	22,631	-	-
962	Other General Expenses	1,747	-	-	-	-	-	-	-	2,649	-	-
963	Payments in Lieu of Taxes	-	-	-	-	-	-	-	19,225	-	-	-
964	Bad Debts-Tenants Rents	-	-	-	-	-	-	-	14,717	(965)	-	-
967	Interest Expenses	-	-	-	-	-	-	-	-	214,399	-	-
969	**Total Operating Expenses**	339,340	-	-	43,567	1,719	2,198	-	595,941	1,830,656	-	-
970	**Excess Op Rev (Op Exp)**	2,658,155	-	-	-	22,865	(1,431)	288,497	(86,309)	(260,949)	-	-
	Other Expenses:											
972	Casualty Losses - Non-Capitalized	-	-	-	-	-	-	-	9,133	-	-	-
973	Housing Assistance Payments	2,617,341	-	-	-	-	-	-	(7)	-	-	-
974	Depreciation Expense	-	-	-	-	-	-	-	237,133	148,259	-	-
976	Capital Outlay-Gov. Funds	-	-	-	-	16,000	-	-	-	-	-	-
900	**Total Expenses**	2,956,681	-	-	43,567	17,719	2,198	-	842,200	1,978,915	-	-
	Other Financing Sources (Uses)											
1001	Operating Transfers In	-	-	-	-	-	-	-	288,192	-	-	-
1002	Operating Transfers Out	-	-	-	-	-	-	(288,192)	-	-	-	-
1010	Total Other Fin Sources (Uses)	-	-	-	-	-	-	(288,192)	288,192	-	-	-
1000	**Excess (Def) Op Rev (Exp)**	40,814	-	-	-	6,865	(1,431)	305	(44,376)	(409,208)	-	-
	Memo Account Information											
1103	Beginning Equity	(60,161)	101,325	-	71	(9,153)	10,015	-	6,801,351	244,978		
1104	Prior Pd Adj, Eq Trsf, Error Corr.	101,325	(101,325)	-	-	-	-	-	139,009	-		
1105	Changes in Comp. Absences											
1112	Depreciation Add Back	-	-	-	-	-	-	-	237,133	-	-	-
1113	Max Annual Contrib Commitment											
1115	Contingency Res, ACC Prog Res	176,927										
1116	Total Annual Contrib Available	176,927										
1120	Unit Months Available	9,324							2,088	4,848		
1121	Number of Unit Months Leased	8,519							2,003	3,609		

WEBB
AND
WEBB

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

We have performed the procedure described in the second paragraph, which was agreed to by the Housing Authority of the City of San Angelo, Texas (the Housing Authority) and the U.S. Department of Housing and Urban Development, Real Estate Assessment Center (REAC), solely to assist them in determining whether the electronic submission of certain information agrees with related hard copy documents. The Housing Authority is responsible for the accuracy and completeness of the electronic submission. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedure is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedure described below either for the purpose for which this report has been requested or for any other purpose.

We compared the electronic submission of the items listed in the "UFRS Rule Information" column with the corresponding printed documents listed in the "Hard Copy Documents" column. The results of the performance of our agreed-upon procedure indicate agreement or non-agreement of electronically submitted information and hard copy documents as shown in the chart below.

We were engaged to perform an audit in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, for the Reporting Entity as of and for the year ended September 30, 2002, and have issued our reports thereon dated March 29, 2003. The information in the "Hard Copy Documents" column was included within the scope, or was a by-product, of that audit. Further, our opinion on the fair presentation of the Housing Authority's Financial Data Schedule (FDS) dated March 29, 2003, was expressed in relation to the basic financial statements of the entity taken as a whole.

A copy of the reporting package required by OMB Circular A-133, which includes the auditor's reports, is available in its entirety from the U.S. Department of Housing and Urban Development. We have not performed any additional auditing procedures since the date of the aforementioned audit reports. Further, we take no responsibility for the security of the information transmitted electronically to the U.S. Department of Housing and Urban Development, REAC.

This report is intended solely for the information and use of the Housing Authority and the U.S. Department of Housing and Urban Development, REAC, and is not intended to be and should not be used by anyone other than these specified parties.

Webb & Webb

April 22, 2003

VOSBURG PLACE
311 WEST CONCHO
SAN ANGELO, TEXAS 76903
PHONE (915) 658-5518

Housing Authority of the City of San Angelo, Texas
Summary of Agreed-Upon Procedures
September 30, 2002

Procedure	UFRS Rule Information	Hard Copy Documents	Agrees/Does Not Agree
1	Balance Sheet and Revenue and Expense (data line items 111 to 1121)	Financial Data Schedule, all CFDAs	Agrees
2	Footnotes (data element G5000-010)	Footnotes to the audited basic financial statements	Agrees
3	Type of opinion on FDS (data element G5100-010)	Auditor's supplemental report on FDS	Agrees
4	Audit findings narrative (data element G5200-010)	Schedule of Findings and Questioned Costs	Agrees
5	General information (data element series G2000,G2100,G2200,G2300,G9000,G9100)	OMB Data Collection Form	Agrees
6	Financial statement report information (data element G3000-010 to G3000-050, G3100-010 to G3100-030, G3200-010 to G3200-030, G3300-010 to G3300-060, G3400-010 to G3400-020)	Schedule of Findings and Questioned Costs, Part I, and OMB Data Collection Form	Agrees
7	Federal program report information (data element G4000-010 to G4000-040)	Schedule of Findings and Questioned Costs, Part I, and OMB Data Collection Form	Agrees
8	Federal agencies required to receive reporting package (data element G4000-050)	OMB Data Collection Form	Agrees
9	Basic financial statements and auditor's reports required to be submitted electronically	Basic financial statements (inclusive of audit reports)	Agrees

San Angelo Public Housing Authority
Residents Meeting, Annual Plan.
June 26, 2003- 9:00 a.m. and 6:00 p.m.
ACM Building

Meeting called to order at 9:00 a.m. by Executive Director, Alex.

Attendance was taken, over 35 were in attendance.

Staff Members Present:
Executive Director- Alex Tafolla
Assistant Executive Director - Rai Requena
Maintenance Supervisor- Koby Joe Harding
Low-Rent Housing Counselor- Peggy Smith
Maintenance Staff Member & Resident-Hilda Mendez

Residents present: An attendance roster is attached.

Guests Present:
PHA Board Vice Chairperson-Charlette Farmer
PHA Board Commissioner (resident)-Family Housing-Francine Sweet
PHA Board Commissioner (resident)-Elderly Housing- Shirley Fink

Alex opened the meeting with a greeting to the residents attending the meeting. Mr. Tafolla then explained to the tenants that the Public Housing Authority is required to meet and give the tenants an opportunity to provide input into PHA Fiscal Year 2004 Annual Plan.

He then discussed the Capital Fund Grant. Mr. Tafolla explained to the residents what the Capital Fund was and about how much we would be getting this year. He discussed the grant and where it came from as well as he took questions as they were presented. Mr. Tafolla told the attendees that the Capital Fund Grant comes from the Department of Housing and Urban Development. He explained to the residents that this grant, "The Capital Funds Grant" is expected to be about $290,000. He told the group that we hope to get this grant for our new fiscal year, when it starts in Oct FY 2004. Mr. Tafolla let the residents know that this grant of $290,000, is given by HUD to most public housing authorities so that they can maintain and improve their public housing.

Mr. Tafolla told the group that in San Angelo, we have 174 individual units of public housing. Mr. Tafolla informed the residents that we have 60 units of elderly housing, of which we have 46 here on Junius Street, and then we have 14 units on Julian Street. As you can see, there's 60 elderly and then we have 114 more that are for our families.

Mr. Tafolla told the residents we use these capitol funds like as required, to improve our public housing. Mr. Tafolla let the group know that over the past year we have been using our first capitol funds grant to do such things as the installation of ceiling fans in our family house units. He let the attendees know that he wanted them to be aware that all our family houses did not come with any type of air conditioning. That years back that it was a HUD rule that they didn't allow air conditioning in family housing because the families were destructive, and would not take good care of the units. He told the residents that since we've been getting a better quality of tenant in the family units, that we have been

trying to improve living conditions for them by providing them with a little bit of cooling with the installation of ceiling fans. Mr. Tafolla let the attendees know that the families were allowed and are still allowed installation of their own air conditioning. He also made the group aware that another thing or two that PHA had been doing for the residents were exterior painting of the units, and Ground Fault Circuit Interrupters (GFCI) installations to prevent fire hazards in their homes.

Mr. Tafolla explained to the members in attendance that we've been going through all of our public housing developments and repairing or replacing the GFCIS because all of those that have ground fault plugs, after a little bit of time, for example, say in the kitchen with the cooking grease, get damaged or wear out with time, then they need to be replaced. So we've been going to all the houses, especially into the kitchens, bathrooms and any spaces like where you have your hot water and there is a lot of evaporation so these ground fault plugs can get messed up and they won't work safely anymore. Mr. Tafolla also informed the residents that we have been installing some air conditioning in our family developments as the board approves the installation. He told the group that we started principally with those units that have residents that are either a senior citizen or have a head of household or family member that is handicapped. Mr. Tafolla told the group that $290,000 does sound like a lot of money but when you start a lot of projects, like painting, the doing this and that, well, $290,000 does shrink and it shrinks pretty fast. Mr.Tafolla told the attendees that we are required to submit what we call an annual report to HUD with the recommendation that you, the tenants, give us today about the projects that you see that you feel are needed in your public housing development.

He advised the members in attendance that's what this meeting is all about. He told them that we want you to tell us where you see needs so that we can go out and meet those needs, and make your public housing life better. Mr. Tafolla said to the group that what, we will do is, we will start over here at this table and then move around and allow everyone an opportunity to tell us what they see as a problem and how they would like to see some of this money spent. Mr.Tafolla told the residents that Ms. Peggy Smith, Housing Counselor was taking minutes, and that all your comments will be put into a meeting minute's record that will go along with our application to HUD and everyone will have a chance to speak.

Sister Roberta Thompson of Julian # 8 spoke up and asked if we were recording the meeting and Alex told Sister Thompson, yes we were recording the meeting. Alex restated that the meeting is being recorded and then he said we will start over here at this table and he asked if anybody had any comments. Again, Sister Roberta Thompson asked to speak and she stated her complaints and concerns. Sister Roberta Thompson stated that she would still like to have some soil put in the landscaping around her sidewalk, because there is a big step off. That when the maintenance personnel came to do the job they came and just put some shovels full of dirt around the corner of the house and never spread it, never did anything. She said they just came and dumped dirt around over there in front of her apartment and that was not what she had wanted them to do. Sister Thompson reiterated the place that she asked for never got any of the dirt and she could fall and get hurt if we left it like that, because they put the dirt right in the corner of the porch. Alex asked the maintenance personnel in attendance at the meeting if we had done this and Koby stated he would check into it. Alex stated, we need to take care of her problem, to keep her from falling. Koby told Alex that his maintenance personnel had just put some soil out around her porch area and apartment areas, and just put it out there and didn't spread and they never did get back to spreading it around because of the weather and more urgent matters that had to be done. Koby told Alex that he would get the crew back over to her apartment to complete the job.

Sister Thompson then asked to have a sidewalk ramp placed in her area because of her disability, to get to her car more easily. Sister Thompson went on to say that she she had an electric cart and that she needed a ramp for the cart. Sister Thompson further stated she had noticed in different places around

town there was a special kind of ramp. She told the group that it was a real simple matter; all that had to be done was to just put a pipe over a spot and make it slope out and go off of the sidewalk onto the pavement. Sister Thompson told Alex that she thought that you probably don't even have to take out the cement or put any in anywhere.

Sister Thompson also stated that she would like to have a gazebo in the Julian area because they had them in the Junius area. Sister Thompson went on to say that if they had a gazebo like the other place that the people in the place can meet and sit out there in the shade and it would be nice so they could get to know their neighbors. Sister Thompson also requested if money was made available that she would like to have carports to keep the storm damages off her car like hail, etc.

Alex told Sister Roberta Thompson that based upon the requested projects in this meeting and other meetings, and we get a chance to listen to more tenants and based upon the money we are going to let the PHA Board know what the tenants felt was important. Then the Board will put the requests and concerns in a priority order and act on these suggestions. Sister Thompson had another request, that the PHA take away/or remove the service and maintenance charges for the elderly and the handicapped because they survive on such low fixed incomes as it is.

Mary Pecina at Julian # 10 wanted to have the fire ants exterminated, because they were coming into her house no matter what she uses to control them. Alex told the group and his staff that he wanted us to get bids to exterminate the fire ants, for the whole complex around that area.

Mrs. Fink at Junius # 1 stated that she wants more trees to shade the area to help keep the place a little cooler to ward off the heat. Alex and Rai stated they would check into this matter for Mrs. Fink.

Alex moved on to the next table and he asked if they had any questions or comments. Maria I. Adame at Junius # 26 stated that she had two concerns: One: She wanted a ceiling fan to cut down on her electric bill cost. Two: She wanted the back porch by her unit where the stepping stones were fixed because they wobble and cause her to fall with her medical handicaps. Alex told Koby to check into this matter and to see what we could do for this lady. Alex went on to tell this lady and the rest of the group that we knew they wanted ceiling fans and we were trying to get the fans put in the units that have no air conditioning first, before we start putting them in the units equipped with air conditioning. We would eventually put ceiling fans in everyone's unit. Alex also let the residents know that we were going to start getting ceiling fans for the elderly and the handicapped and then we're going to try to get the other families as we can.

Mrs. Jimmie Wright of Junius # 15 asked about a porch step that needed repair or replacing. Alex told the staff to do a work order and check into this lady's problem. Koby stated that he would have his staff check it soon.

Dixie Sloan of Junius # 13 stated if the money was available she would like to have a light at the back of the unit, because it's so dark around there and she can't see well. Alex and Koby told Ms. Sloan, we would see if we could get a motion detector light for the back of her area.

Mr. Antonio Ronquillo at 639 E. 34th wanted to have a ramp at his unit since he is handicapped and needs the ramp for access to his car and unit.

Carol Cardosa at 1325 Paisano wanted to have the ants, spiders, scorpions and mosquitoes exterminated as they are over running her house.

Gwen Smith at Junius # 34 wanted to have a ceiling fan and the windows fixed so she can see out of them. Alex explained to Gwen and the group that the problem with her not being able to see through the windows was: the houses were built over 19 years ago and with the passage of time the seals on the windows had broken down. The seams were letting in moisture, and the moisture was building up and fogging the widows with condensation that was hardening and drying into a film and clouding up the windows.

Frances Smith at Junius # 36 wanted ceiling fans and some Crepe Mrytle plants, as well as a light outside her area. Koby and Alex attempted to explain to Mrs. Smith that we might not have enough funds to put more light in her area. At this point, Charlette Farmer interrupted the discussion. Mrs Farmer went on to tell Mrs. Smith that if she could not get satisfaction from the PHA staff, then she could call her or one of the other board members directly and she would see to it that she was satisfied with the way PHA responded to her concerns.

Alex spoke up and he told the residents that due to the confidentiality requirements to protect the board members privacy, it may not be possible for them to call the board members directly. The topic was tabled until Alex could get more information on whether or not the board member's phone numbers could be given to the tenants. Mrs. Smith also told the group that she really liked living in her apartment, and that she knew at least 10 more seniors that would like to live in a place like hers, so she wanted to know if we were planning to build any more senior units in the future. Alex told Mrs. Smith, we had no plans to build any more units, but if funds become available we will apply for them for new and more units for the seniors. Mr. Tafolla reiterated, as soon as funds were available we would apply for the funds to construct more senior housing units. But right now the only public housing construction that is being constructed is in the large cities like Houston, Dallas and Ft Worth, mostly cities with large metropolitan populations around the state of Texas and the regional area.

Verna Green at Junius # 17 stated she wanted to have the fire ants sprayed from the yard areas, and she would like to have ceiling fans in her unit, and Ms. Green let Mr.Tafolla know that she was handicapped and had a respiratory problem. Alex told Verna, he realizes that all the elderly units need ceiling fans, and we will get to them as soon as we can as the funds and maintenance personnel are available to install the fans.

Francine Sweet of 2213 Carley stated that she wanted new security locks on her doors and windows because her locks do not work properly any more. Alex told the staff to do a work order on Ms Sweet's doors and windows and get back with him when the work order had been completed.

Alex walked over to the next table and he asked is there any questions, concerns, complaints or recommendations at this table. Mrs. Loosier from Julian # 2 spoke up and said she was having a problem with a company behind her apartment playing their radio so loud that she can hardly hear anything else, so could we speak to the company for her and ask them to see if they would turn the volume down on their music so she could get some relaxation. Alex told Mrs. Loosier that he would have one of his staff go and talk to them and see what could be done.

Mrs. Roberson at 2300 Senisa asked if she could have ceiling fans and air conditioning, and Ms. Ratcliff of 2320 Carley wanted exterior pest control for fire ants, spiders and scorpions. At this point, Alex stated it appears that we have a problem with ants, spiders and scorpions as well as mosquitoes coming into the houses from the outside to the point it is a real problem for most of you. Then, here's what we are going to do; we are going to get some bids from the local pest control exterminators. Alex went on to state we will then, see about doing the exterior of all the Public Housing complexes and units

in the three main projects.

Lori Fortney of 2918 JFK spoke up and she let Alex and staff know when the painting contractors were over at the El Presidente complex they were rude and damaged some of her personal property. Alex asked Peggy, the Housing Counselor to get with Ms. Fortney and find out what happened and resolve this problem. Lori also said that she had requested that her screens be fixed and they still were not fixed, the maintenance person, Dexter was aware of it and he still had not repaired or replaced the screens.

Oleta McKinnerney was concerned she had a noisy faucet and her commode was not flushing properly. Alex requested that a work order be prepared to fix this maintenance problem.

Alex stopped talking and he turned the meeting over to Rai Requena so Rai could speak to the residents about the "Resident Advisory Council". Rai spoke to the group about the council and he told them a little about what the Resident Advisory council was and how it was suppose to work. Rai then asked for nominations or volunteers to be the Block Captains for each of our complexes or additions for their areas. Mary Pecina at 721 Julian # 10 volunteered to be the Block Captain for the Julian area and Mrs. Shirley fink volunteered to be the Block Captain for the Junius area. Rai stated, that takes care of the elderly, now, do I have any volunteers for the Paisano and the El Presidente complexes. Francine Sweet volunteered to do the job at Paisano , and Lori Fortney volunteered to be the Block Captain for El Presidente.

Rai turned the meeting back over to Alex and Alex closed the first session of the meeting by thanking the residents and guests for coming to the meeting. After he thanked the group for attending the meeting, he asked the attendees to have some refreshments mingle with each other and get to know each other.

Meeting was closed at 11:00 am. Next meeting scheduled for 06:00 p.m., same day.

Meeting started at 06:10 p.m.

Alex opened the second session of the Resident's Meeting, by asking the attendees for their input so we could prepare the PHA's annual plan. The PHA's annual plan deals with the PHA getting a $290,000.00 grant to do improvements to the Public Housing Units. The grant is awarded Oct 1, 2004.

Alex asked the tenants what problems were they having or suggestions they have on how to improve PHA units you live in. He requested input from the tenants on how they would like to see the grant funds spent. Alex told the attendees that the $290,000.00 grant was given to the Public Housing so that we can maintain our Public Housing and improve our Public Housing on a year-to-year basis.

Alex told the tenants we have started to put some ceiling fans in the family units with some of the funds we get. These funds are called capital funds. Alex let the residents know that the ceiling fans were one of the projects we had started. Alex told the meeting attendees that we don't have A/C in the developments except in the elderly units. He told the group one project that we started is putting some A/C's in some of the family units. Alex also let the residents know we've also done some painting on the exterior and interior of the units. Alex told the tenants we had resolved a problem with the dryers not venting outside correctly like they should have in some of the elderly units.

Alex informed the group he had received some good suggestions this morning, like putting steps or ramps

- for the senior citizens - on the back porches so they don't have such a big drop off. He told the residents other projects were sealing windows, more ceiling fans and refinishing the cabinets. Alex told the tenants this housing project is 19 years old and the doubled sealed windows have had the seals crack and now they are letting moisture build up between the panes and people can't even look outside them.

Alex explained about the $290,000.0 grant from HUD and how the $290,000.00 sounds like a lot of money, but when you start doing this project, and that project the $290,000 starts to dwindle down.

Alex said, the information we get today about projects needed is going to go back to the PHA Board for us and they are going to make a decision about what is priority. Mr. Taffola told the clients about the process, and what the process is going to be like. Alex explained we were going to give everybody an opportunity to tell the PHA what needs they have.

Wendy Barrigan said: She lives at 1332 E. 24th and the windows look like the seals were broken and they had condensation stains where moisture had entered. The back windows where A/C comes in needs better insulation to prevent weatherization. She also, wants better landscaping. Alex spoke up and told the tenants we had beautiful landscaping when built 24 years ago, but families failed to water the lawn areas and the wild grass took over. The families couldn't water the lawns and trees with their low budgets. Mrs. Barringer was asked what else and she said ceiling fans. Alex said we had started with the ceiling fans and we will do this until all family units get the ceiling fans.

Alex: Stated the inputs would be given to the PHA Board, and he introduced Mrs. Fink and Francine Sweet who were board members. Alex told the group that Mrs. Fink lived in the elderly Housing and Mrs. Sweet lived in family housing and that living in these locations they know the needs of the elderly and the families.

Koby Joe Harding: Spoke up and said we were here for an open door discussion so you can voice your opinion and Mr. Tafolla can take that to the board and see what we can get out of that.

Jackie Byrd: 2317 Senisa asked how the decision would be made about what projects to do, and she was told that the PHA Board would make the decision. She then asked how many people on the board. She was told that we have six right now, we are supposed to have seven and are appointed by the Mayor.

Mr. Bradley: Junius # 5 asked about free cable TV from Cox Cable, because Christian Village had free TV. Mr. Tafolla told the group we would have Peggy the Housing Counselor approach them about free Cable TV. Mr. Taffola told the group we had heard about the free cable and that was one of our projects

Renee Lopez Everett: 1721 Park View: Fully Satisfied. She also stated all her needs were taken care of.

Treva Sullivan: 2208 Senisa: Needs a peep hole in her front door. A work order was done. Poorly fitting shade. Maintenance will check to get better shades.

Ruby Payne: Junius # 31: Needs a peephole. A lot of tenants need back door peep holes/ Maintenance will investigate. HQS and City codes require all exterior doors to have peepholes.

Sonya Conway: Who lives at 1313 Paisano, stated she was totally satisfied with her living arrangements and her unit.

Laura Strickland: Junius # 14: Says she has not had a back window screen door for years, also needs railing.

Alex told the tenants that 5% of the units have to be handicapped by HUD Standards. He stated that law allows families to pay for those additional requirements, like guard rails, cuts in pavements for chairs, ramps, etc.

Mrs. Fink spoke up and said that she was on the board and she was going to address the needs to widen doors, and make units more handicapped accessible as the elderly become more handicapped and need more accessibility. Alex stated maybe the board would vote to set aside a sum of money to make the elderly units more handicapped accessible as someone needed the handicapped accessible changes to their units due to their changing health needs: The steps at Junius # 1, 2 & 22 need lower steps.

Mona Ray: of 1706 Parker, said she was completely satisfied with the Public Housing Authority and her house.

Jackie Byrd: 2317 Senisa: also needed a back door peephole wants A/C and also wants free Cable TV.

Belinda Thomas: 1726 Kansas was totally happy, and had no complaints.

When the issue of ants, spiders, scorpions, etc was brought up again: **Alex** stated we would get a bid from some exterminators so they can treat PHA for spiders, ants and etc.

Katie Calder: 1606 Idaho wants some grass seeds. Back door has no Back-Screen. **Alex** said staff will look into this (work order).

Stephanie Miller who lives at 2621 Junius with her husband Roger stated that they were very satisfied with the PHA and their apartment.

Ruth Hernandez: Junius # 43 said that she needs a door sweep and weather stripping at the front and back screen doors of her apartment to prevent moisture and insects, and said two thirds of her blinds will not pull down. She stated even with these little imperfections that she really likes her apartment.

Laverne Gordon: who lives at 2739 Rice told the group that she was fully satisfied with her house and the PHA.

Martha Perez: who lives at Junius # 15 wanted a tree that is by her apartment cut back; trimmed and cut as she felt very insecure living there with the tree where she couldn't even get to her water faucet to water the lawn for the tree limbs. Alex told Mrs. Perez, we would have a work order and take care of that problem for her.

Alex, then, informed the group to always call up when you first have a problem. Alex told the residents to call us up immediately, like when you have a leak, a problem with your toilet, or your outside faucet is not working properly. Alex said, if maintenance goes out and fixes it and they don't fix it right, then, <u>you call me.</u>

Alex turned the meeting over to Rai and he stated to the residents that Rai was going to discuss the Resident Advisory Council with them, and tell them what the council was, what it was all about and how it was suppose to conduct business.

Rai: Spoke to the group about the resident's advisory council and he asked for a Block Captain for the areas. Rai told the tenants that Block Captain's for the Paisano Complex and the elderly units were elected earlier that morning. Rai let them know that these Block Captains were Francine Sweet for the Paisano Complex and Shirley Fink for the elderly units. Rai told the group that the Block Captains could go to the board meetings and represent their areas at the board. Rai also, told the tenants that the Block Captains could use the computers, etc to do flyers. Rai told the group to let Peggy know if anyone wants to volunteer to be the Block Captain for the El Presidente area. Mrs. Lori Fortney and Wesley Brewer volunteered to be the Block Captains for the El Presidente residential areas.

Koby & Rai stated; that the ACM at Junius would no longer be used as a PHA office, we have rented the facility to another organization. **Koby Joe & Rai** told the residents we are now located at 106 S. Chadbourne across the street from Fuentes downtown Restaurant. **Alex** closed the meeting and invited the residents to have some of the refreshments.

Meeting closed at 08:30 p.m.

<u>Recommended items to include in the Annual Plan from the Resident Advisory Board is that</u>; (1) A/C's be installed at the family sites, (2) Ceiling fans be installed at the Elderly sites, (3) Walkway ramps be installed at the elderly sites, (4) Re-seal windows in all units required. (5) Re-seal and repair doors where needed. (6) Provide exterior pest control where needed.

HOUSING AUTHORITY
OF THE
CITY OF SAN ANGELO

PERSONNEL POLICIES FOR PHA EMPLOYEES

HOUSING AUTHORITY

OF THE
CITY OF SAN ANGELO
PERSONNEL POLICIES FOR PHA EMPLOYEES

ARTICLE I. PURPOSE

SECTION 1. POLICY. The objectives of these policies are to facilitate efficient and economical services to the public; to provide for a fair and equitable system of personnel management for the PHA of San Angelo; and to provide for the PHA's compliance with State and Federal Statutes involving personnel management. Considerable latitude shall be given to the Executive Director and the Assistant Director(s) for the administration of these policies keeping within the boundaries established by Federal and State Statutes.

It is the policy of the PHA of the City of San Angelo, Texas to develop and maintain a Personnel Policy Manual intended to serve as a primary medium of communication to inform supervisory personnel and all PHA employees of:

A. Approved personnel policies, procedures and practices;
B. Employee benefit plans in effect; and
C. Responsibilities under Federal, State and Municipal personnel laws.

As with any policy, it is expected that amendments and revisions affecting these personnel policies will occur from time to time to meet with changing conditions.

SECTION 2. BASIC OBJECTIVES. The objectives of the Personnel Policy Manual are:

A. To ensure authority and responsibility for personnel policy and procedure;
B. To identify authority and responsibility for personnel policy and procedure administration;
C. To standardize the handling of recurring personnel administration matters;
D. To provide a working guide for use in counseling employees and in training newly appointed supervisory personnel;
E. To provide an established point of reference for use in auditing and determining the need for improving existing policies, procedures and practices;
F. To provide for a fair and equitable system of personnel management for PHA employees;
G. To provide a personnel management process, resulting in efficient and economical service to the public;

The contents of the Personnel Policy Manual are to be considered a part of any employment agreement with an employee. However, the policies and practices described herein are subject to change as deemed advisable and/or necessary.

SECTION 3. GENDER. Singular words herein shall be construed to read in the plural and vice versa. Words used in the masculine genders shall be construed to read in the feminine.

ARTICLE II. ORGANIZATION AND ADMINISTRATION

SECTION 4. THE HOUSING AUTHORITY BOARD OF COMMISSIONERS (PHA BOARD) The PHA Board shall establish the personnel policies and rates of compensation; and it shall be the final authority.

SECTION 5. THE EXECUTIVE DIRECTOR. The Executive Director advises the PHA Board on personnel matters and recommends to them changes in personnel policies, changes in personnel rules and regulations, the compensation rates of appointive officers and other PHA employees, and any other changes which may be deemed necessary or expedient with the advise of the Assistant Director(s).

SECTION 6. THE EXECUTIVE DIRECTOR IS THE DIRECTOR OF PERSONNEL. The Executive

Director and the PHA Staff, acting under his supervision, are responsible for the administration of all personnel programs for the PHA of San Angelo. The Executive Director shall serve as an advisor to the PHA Board when deliberating personnel matters.

SECTION 7. SUPERVISOR/SECTION HEADS. The Supervisor/Section heads (Section 8, LRPH, FIC, Affordable Housing) are expected to effectively supervise their employees and to maintain proper working relationships. Supervisor/Section heads will report on the efficiency of their subordinates annually according to anniversary dates of hire or promotion and will notify the Executive Director of changes in duties of their employees so that the PHA of San Angelo can maintain its **JOB DESCRIPTION AND CLASSIFICATION PLANS.** The Supervisor/Section heads will recommend to the Executive Director merit increases for their employees within guidelines established by the Executive Director. Supervisor/Section heads shall have the power to appoint and remove within their departments. The appointment of new employees by the Supervisor/Section heads shall be made only from qualified applicants on a non-discriminatory basis and according to all the rules and regulations regarding the PHA's hiring practices.

ARTICLE III. PERSONNEL RULES AND POLICIES

SECTION 8. ABSENCES. Absenteeism is to be discouraged since it is a financial burden to the taxpayers. However, there are occasions when an employee must be absent. When these times occur, the employee shall notify his supervisor of the situation and follow the prescribed rules regarding the type of absence taken. Chronic absenteeism or unauthorized absences will require disciplinary action, which could result in termination. There are four basic types of leave granted to PHA employees: sick leave, vacation leave, emergency leave and military leave.

SECTION 9. ACCIDENTS. The management of the PHA recognizes the fact that accidents will occur from time to time. However, each PHA employee is responsible for maintaining his own safe working practices as prescribed in the PHA of San Angelo's **EMPLOYEE SAFETY HANDBOOK**.

If and when a PHA employee has an **on-the-job** accident, regardless of the type, he is to complete the PHA's accident form within 24 hours after the accident happens, submitting it to his Supervisor/Department Head for processing.

When a PHA employee's accident happens in the line of duty, the injuries will be administered under the PHA's Workers Compensation policies. All injury related bills, doctor's reports, days off; date returned to work, etc. are to be submitted to the Executive Director. (Refer to the **WORKERS COMPENSATION** Section 124 for more information).

SECTION 10. AFFIRMATIVE ACTION. The PHA of San Angelo maintains an affirmative action plan to ensure equal employment to all individuals without regard to race, color, religion, sex, national origin, age or disability. The PHA of San Angelo affirms an equitable and impartial policy for all employees and vows to provide for every employee the opportunity to advance and obtain maximum potential as an employee.

SECTION 11. AGE. There is no discrimination based on age in the PHA. However, there are regulations imposed on the PHA by federal and state laws and the PHA will comply with these laws.

The minimum age for employment by the PHA is eighteen (18) years of age. In certain cases, seventeen (17) year old may be employed by the PHA if a high school graduate and if the youth's legal guardians consent to such employment, and if the U.S. Department of Labor agrees to the youth's employment by the PHA.

SECTION 12. ALCOHOL. See Substance Abuse Policy.

SECTION 13. ADA. AMERICANS WITH DISABILITY ACT POLICY STATEMENT

Pursuant to the Americans with Disabilities Act of 1990, (ADA), the PHA of San Angelo is committed to addressing, within PHA government, the problem of discrimination against individuals with disabilities in areas

such as employment, public accommodations, transportation, communication, recreation, voting, health services and access to public services. The PHA of San Angelo is committed to these standards, which address discrimination against individuals with disabilities and will cooperate with the federal government's efforts in enforcing established standards.

The PHA will make every reasonable effort to remove barriers within PHA government that prevent qualified individuals with disabilities from enjoying the same services, facilities, opportunities and activities that are available to persons without disabilities. The overall goal for the PHA of San Angelo is to fully comply with the ADA and create a positive atmosphere, which integrates individuals with disabilities into the economic and social mainstream of this community.

AMERICANS WITH DISABILITIES ACT
GRIEVANCE PROCEDURE

The PHA of San Angelo has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act. Title II states in part, that **"no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination"** in programs or activities sponsored by this public entity.

Complaints should be addressed to:

PHA of San Angelo
Executive Director
P. O. Box 1751, San Angelo, TX 76902-1751
(915) 657-4226

Who has been designated to coordinate ADA compliance efforts.

(1) A complaint should be filed in writing, contain the name and address of the person filing it and briefly describe the alleged violation of the regulations.

(2) A complaint should be filed within twenty-five (25) days after alleged incident.

(3) An investigation, as may be appropriate, shall follow a filing of complaint. The Assistant Director or his designated representative in the department shall conduct the investigation where the alleged violation occurred. There will be an informal but thorough investigation, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

Under the Department of Justice regulations, the PHA of San Angelo will not process complaints from applicants for employment since those will be processed in accordance with EEOC rules and regulations.

(4) A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by the Executive Director, and a copy forwarded to the complainant no later than twenty-five (25) days after its filing.

(5) The ADA Coordinator (Executive Director) will maintain the file and records of PHA of San Angelo relating to the complaint filed. The ADA coordinator will also monitor the progress of the complaint from the date of receipt until final resolution is made.

(6) The complainant may request a reconsideration of the case in instances where he is dissatisfied with the resolution. The request for reconsideration should be made within ten (10) days to the Executive Director of the PHA of San Angelo, who will schedule a review before the PHA Board in executive session within ten (10) days.

(7) The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

(8) These rules will be construed to protect the substantive rights of interested persons to meet appropriate due process standards, and to assure the PHA of San Angelo complies with the ADA law and regulations.

SECTION 14. ATTENDANCE. It is essential for the success of the PHA and for the security of everyone's job that the PHA meet its obligations to the public on time. In order to accomplish this objective, regular and prompt attendance at work is required of all employees.

SECTION 15. AWARDS. Certificates of Appreciation are awarded for varying lengths of service to the PHA. Presentation of these certificates will be presented annually at a PHA Board Meeting. Certificates are made in 5-year periods of service from the 5th year through the 50th year. The Executive Director occasionally makes special awards.

SECTION 16. AUTOMOBILES. The PHA provides and maintains parking for the use of employees. Please park only in designated areas. Employees may select their own parking on a first-come, first-serve basis. Employees are asked to use caution while driving on PHA property and at all times when on PHA business.

SECTION 17. BULLETIN BOARDS. Bulletin boards can be found at various locations at PHA Buildings and in other facilities used by the PHA. Important information pertaining to all employees will be posted in clear view on various bulletin boards.

SECTION 18. CALL-INS. Call-ins on weekends and holidays shall be kept to a minimum, and it shall be the policy of the PHA to notify affected employees 24 hours in advance if possible. This does not apply to employees assigned to positions requiring emergency calls or 24-hour service.

SECTION 19. PHA PROPERTY. Employees are expected to exercise due care in their use of PHA property and to utilize such property only for authorized purposes. Negligence in the care and use of PHA property may be considered as cause for administrative action, suspension and/or dismissal.

Unauthorized removal of PHA property from its premises or its conversion to personal use will be considered cause for suspension and/or dismissal. PHA property issued to an employee must be returned to the PHA at the time he terminates employment or when it is requested by his department head or designated representative. The value of any property issued and not returned may be deducted from an employee's paycheck. The PHA assumes no responsibility for loss or damage to the personal property of an employee.

SECTION 20. CLASSIFICATION OF JOBS. All PHA positions, whether occupied or vacant and with the exception of department heads, are allocated to ranges of work in accordance with the actual duties and responsibilities of the various positions. In most cases, there are several positions in a range. Each position is awarded a number of points based upon knowledge and skills, guidelines used, complexity level, supervision exercised, supervision received and personal contact required on the job. Each job is numbered from the lowest amount of points (212.5) to the highest number of points (795). Each range in the classification and pay plan has 15 steps of monthly pay. Each step is a 2 1/2% increase over the preceding step. The body of ranges and job descriptions constitute the PHA's Classification Plan.

The management of the PHA of San Angelo may from time to time change job classifications to facilitate better service to the public and greater efficiency in the PHA. Changes in job classifications are the management's prerogative and all employees are hired on the assumption that each employee will handle **the duties as may be assigned**.

The Executive Director will revise from time to time job classifications with the assistance of the Assistant Director and department where positions are located. Job classifications will be reviewed and up-dated as necessary.

SECTION 21. COFFEE BREAKS. PHA employees are given two fifteen (15) minute breaks per day. These breaks are granted to each employee and should not be abused. It is the responsibility of each department head to handle any abuses within their department.

Each department should schedule their coffee beaks so that the office has someone there during normal working hours. This scheduling is at the discretion of the department head.

SECTION 22. COLLECTIVE BARGAINING. The PHA OF San Angelo abides by the statutory regulations regarding collective bargaining as it applies to PHA employees. Any questions regarding collective bargaining are to be forwarded immediately to either the Executive Director or the Assistant Director; and under no circumstances will a Supervisor/Section head attempt to answer questions related to collective bargaining.

SECTION 23. COMPENSATORY TIME. Compensatory time is leave time granted for service time, which falls into categories of overtime, vacation recall, etc. Generally compensatory time has been used for overtime. If compensatory time is granted in lieu of overtime pay, the time must be taken during the workweek that the overtime occurs; thus the 40 hours per week is observed. Compensatory time cannot be granted outside the workweek of occurrence; it must be given at the overtime rate of time and a half. Compensatory time cannot be accrued for any specific period.

SECTION 24. CONFLICT OF INTEREST. Employees of the PHA shall disclose any interest that he/she may have in any contract, transaction or business in which the PHA is a party, or that does business with the PHA. Per Section 31 failure to disclose such interest prior to the transaction may justify verbal or written counseling, or reprimand and cancellation of any vendor contract by the Executive Director and/or Chairperson of the Board.

SECTION 25. CONTRIBUTIONS. No employee is required to make contributions or to participate in gift collection, parties or other special donations. However, PHA employees are encouraged to participate in the United Way annually as are other citizens of the community. The employee's United Way contribution may be placed on the payroll deduction system if the employee consents to it.

SECTION 26. COST CONTROL. One of the major responsibilities of all employees and department heads is to help keep operating costs down. This can be accomplished by:

1. Eliminating waste, duplication and inefficient operating methods;
2. Improving work performed;
3. Being cost-conscious;
4. Being safety conscious;
5. Suggesting methods on improving job performance and reducing waste and cost.

SECTION 27. COURTESY. As a PHA employee, you come into contact with local taxpayers, either by telephone or in person, and courtesy is of the utmost importance.

SECTION 28. CREDIT UNION. The credit union is an association available to PHA employees and their families, and it is considered a benefit. However, the credit union is not part of the PHA or its administration. For specific information, consult with the personnel at the San Angelo Credit Union.

SECTION 29. DAMAGE TO PHA PROPERTY. Employees who damage PHA property willfully or through repeated negligence or misuse may be required to replace or repair it. This will be at the discretion of the discretion of the Executive Director.

SECTION 30. DEMOTION. Demotion is a means of assigning an employee to a suitable job and is not always used as a disciplinary measure. The employee will be assigned to a job/grade consistent with the demotion.

SECTION 31. DISCIPLINARY PROCEDURE. The employee's supervisor or his superiors may initiate disciplinary action against a PHA employee. The degree of disciplinary action taken is to fit the offense. To

insure equity, department heads will keep written records of all disciplinary procedures against their employees which shall include dates, problems, witnesses' names, etc. A copy of these reports shall be filed with the Executive Director. When initiating a disciplinary action, the supervisor shall inform the employee of the incident(s) forming the basis of such action and provide the employee with an opportunity to answer the allegations. After taking into account all the facts and circumstances available, the supervisor shall determine what action to pursue, provided however, before suspending an employee without pay or terminating an employee the supervisor shall consult with the Executive Director. The supervisor shall inform the employee of the disciplinary action and afford the employee an opportunity to respond. Employee counseling forms for such actions are available from the Executive Director and shall be completed by the supervisor and employee when disciplinary action is taken. All non-probationary employees have appeal rights regarding these disciplinary actions; and these appeals are handled under the provisions of Section 53 of these policies.

MINOR VIOLATIONS. The first offense will result in a verbal warning from the appropriate supervisor. The verbal warning will be properly documented on a counseling form. The second offense in a calendar year will result in a formally written reprimand, and may or may not result in a disciplinary action. The third offense in a calendar year will result in a suspension of not more than one (1) week. The fourth offense in a calendar year will result in automatic dismissal.

MAJOR VIOLATIONS. A major violation will result in automatic dismissal and a notice of **NOT SUBJECT TO REHIRE** will be placed in the employee's personnel folder.

EXAMPLE OF TYPES OF OFFENSES

The following are examples of minor violations for the interpretation of the supervisor between a major and a minor offense only:

1. Insubordination;
2. Habitual tardiness;
3. Negligent or willful damage or waste of PHA property;
4. Inability to get along with fellow employees or the public;
5. Failure to pay just debts and complaints are continually being reported;
6. Political activities during working hours;
7. Any conduct which is unbecoming to a PHA employee on duty or off duty where it reflects on the PHA;
8. Conduct prejudicial to good order;
9. Absence without leave.

The following are examples of major violations for the supervisor to distinguish between major and minor offenses:

1. Using liquor or drugs on the job or coming to work under the influence of liquor or drugs;
2. Conviction of a felony or a series of misdemeanors;
3. Not accomplishing the job for which hired;
4. Falsification of records;
5. Theft of PHA property.

SECTION 32. DISCRIMINATION. No employee or candidate for employment shall be discriminated against or be barred in recruitment, appointment, pay rate, promotion, disciplinary action or any other personnel action because of race, age, color, religion, sex, national origin or disability.

Retaliation, intimidation, coercion or harassment is forbidden against any employee or candidate for employment who may file a grievance or complaint under these rules or who may file a grievance or complaint in accordance with his statutory right of appeal to any government body or who gives evidence or otherwise participates in any investigation conducted by such governmental body.

There shall be no discrimination between applicants for employment or wages within the same job classification because of race, age, color, religion, sex, national origin or disability. It is the responsibility of the department heads to uphold the PHA's Affirmative Action Plan and Equal Employment Opportunity Policy and to see that there is no discrimination in their departments. If a supervisor, regardless of position, willfully violates this policy, it will result in automatic dismissal.

If an applicant or employee feels that he is or has been discriminated against, that person shall present his grievance to the Executive Director who shall take an affidavit and investigate the allegation. The grievance, investigation and recommendation of the Executive Director shall be submitted to the PHA Board for disposition under the PHA's grievance procedures.

SECTION 33. DISMISSAL. An employee who is dismissed/terminated shall be given a written explanation explaining the reason(s) for dismissal.

SECTION 34. DRESS CODE. Since PHA employees are representatives of the PHA, it is necessary that they present the best possible image to the public. Thus, PHA employees should dress in a business-like manner for their job and maintain good personal hygiene and grooming. Hair length and styling is up to individual taste if it does not hinder one's work or constitute a safety hazard and if it is well groomed.

SECTION 35. DRIVING OF VEHICLES. Employees who drive personal vehicles for PHA business or PHA-owned vehicles for official use shall maintain a valid Texas driver's license and necessary insurance required by law for the vehicle driven. Employees must maintain good driving records as outlined below and applicants for PHA jobs must meet the criteria as outlined below.

PHA EMPLOYEES

1. All PHA employees who drive PHA vehicles or their own vehicles on PHA business will have their driving records checked at least annually to determine their insurability by the PHA's liability insurance carrier.

2. Each municipal employee who drives on PHA business, regardless of the vehicle used, will take the Defensive Driving Course within six months after beginning to drive on PHA business. The defensive driving course will be maintained throughout an individual's employment whereby business driving is necessary.

3. If a PHA employee who drives on PHA business falls within the categories outlined below, that individual will be suspended from driving pending the outcome of the inquiry outlined in Section 4.

During the last three years, the individual must have not had:

A. A conviction for DWI;
B. More than three (3) moving violations;
C. More than two (2) moving violations and one (1) chargeable incident.

4. The Executive Director will make a decision on the employee's status unless the insurance company has rejected the employee's insurability.

5. If an employee, whose job requires, driving, loses his insurability, the Executive Director will endeavor to place the employee in another PHA job or will assist the employee to find a job outside the PHA. However, the employee will be terminated from his driving position on the payroll after a 30-day grace period.

SECTION 36. DUAL EMPLOYMENT. While employed with the PHA, an employee may want to engage in outside business activities or employment. This is referred to as **dual employment**. Any employee wishing to engage in such a practice must submit a request in writing to his department head through normal channels for approval. If approval is given, it may be withdrawn at any time; and the employee should remember that his first and most important duty is to his PHA job.

All such dual employment job requests should be filed with the Executive Director by department heads.

SECTION 37. ELIMINATION OF JOBS. From time to time, positions within the PHA are eliminated. In each case, the Personnel Department will try to place these displaced employees in other PHA jobs or will assist these employees to find jobs outside of the PHA.

SECTION 38. EMERGENCY LEAVE. Emergency leave with pay up to a maximum of three (3) days in any one calendar year may be granted to an employee in case of emergencies involving immediate family. This leave is granted by the supervisor with the approval of the employee's department head. An emergency is defined as an **unforeseen situation** that calls for immediate action.

Emergency leave is for personal emergencies and is not to be used for other types of leaves that are specified in these policies.

SECTION 39. EMERGENCY PROCEDURES. Each building that houses PHA employees shall have emergency evacuation plans in case of fire or bomb threats. These plans for various facilities are to be posted where each employee can see them. Each new employee should be advised of these emergency procedures on his first day of employment. All employees should be instructed on emergency procedures at least annually thereafter.

SECTION 40. EMPLOYEES RIGHT. At no time will employees be denied personal, legal right except where these personal rights would jeopardize the PHA or its functions.

SECTION 41. ENERGY CONSERVATION. The PHA Board and Executive Director request that all employees use our energy supplies as effectively as possible. The costs of purchasing electricity and fuels are soaring and the availability of vital raw materials is declining. All employees should try to identify and eliminate inefficient, unnecessary or wasteful uses of energy.

SECTION 42. EQUAL EMPLOYMENT OPPORTUNITIES. It is the policy of the PHA of San Angelo not to discriminate against any employee or applicant because of race, color, religion, creed, age, sex, national origin, ancestry or disability. It is also the policy of the PHA of San Angelo to take such affirmative action as will ensure that the under employed will be employed in and/or promoted to all occupations for which they possess necessary skills, education, experience and interest.

SECTION 43. EVALUATIONS. At least annually and in conjunction with pay changes, each PHA employee should be evaluated by his supervisor. The Executive Director will provide the evaluation forms and guidance on use of these forms.

The goal of this evaluation is not to penalize any employee but to provide the employee with knowledge of his strengths and weaknesses, so that the employee may correct or capitalize on these traits. This evaluation process will occur in the presence of the employee being evaluated.

A copy of each evaluation should be forwarded to the Executive Director by the department head of the evaluated employee. The copy will be placed in the employee's personnel folder. A copy of the evaluation must be provided to the evaluated employee. Each probationary employee will be evaluated thirty (30) days before the completion of his one-year probationary period. This evaluation will accompany the employee's change of status form to the Executive Director. Written evaluations are management tools and should be used as such with honesty. When the evaluation is properly used, the department head/supervisor can utilize their employees to the greater advantage of the PHA and his department.

SECTION 44: EXIT INTERVIEWS. Exit interview forms will be completed on all terminating employees and will be submitted to the Executive Director. The exit interviews are designed to obtain information on why employees are terminating their employment with the PHA. Supervisors should allow the terminating employee to complete his required sections, complete the sections applicable to the supervisor, and then forward the completed form to the Executive Director.

SECTION 45. EXPENSE ACCOUNTS. Employees shall be fully reimbursed for all necessary expenses while carrying out the business of the PHA. These guidelines are promulgated to protect the interest of the PHA and to insure like treatment for all PHA employees. However, the Executive Director alone has the discretion to approve expenses of unusual nature.

Expenses of any employee should reflect only his expense and not those of his family if they accompany him on a trip.

Employees shall be entitled to accommodations and services that are reasonable, economical and meet quality standards for convenience, safety and comfort. The PHA expects judgment shown in the expenditures for travel, room and show moderation, e.g., keep meal expenses to no more then $25 per day total. Spend no more than you would if the money was coming out of your own pocket and less if possible.

Air travel will be utilized for trips over 450 miles or where authorized by the Executive Director. In these cases, the employee will use coach accommodations unless coach passage is unavailable. When an employee uses his/her personal vehicle for business travel, reimbursement will be based on the IRS prevailing rates, less any amounts charged on PHA credit cards.

An employee on PHA business must keep accurate records of expenditures and he should submit his expense report to the Finance Personal within two weeks after returning to San Angelo.

If, in the judgment of the Executive Director, the estimated expense for the contemplated travel is too high to expect the employee to finance the trip and be reimbursed upon his return, the Executive Director may authorize advance payment of the estimated amount to the employee. Advancing of money for travel expense does not constitute approval for the expenditure of the entire amount advanced, as all expenditures must be justified and approved.

SECTION 46. FALSIFICATION. Falsification of any personnel documents will be sufficient grounds for dismissal. These documents include such items as applications, medical records, status changes, absence reports, time cards, insurance records, etc. Records such as those listed must be accurately maintained to comply with many of the requirements under federal and state laws.

SECTION 47. FINANCIAL IRRESPONSIBILITY. Employees of the PHA are expected to maintain a good credit standing in the community and to pay their obligations promptly. The PHA shall in no way serve as a collecting agency or arbitrator. Failure of an employee to pay or make reasonable provisions for future payment of his debts may be just cause for disciplinary action.

SECTION 48. FIREARMS AND CONCEALED WEAPONS. The Housing Authority has adopted a policy prohibiting the carrying of concealed weapons, making the carrying of a firearm by any person other than a person licensed to carry a concealed handgun unlawful in the Housing Authority offices, properties and places of business. (Concealed weapons include: firearms, air guns, brass knuckles, daggers, non-work knifes with blades over 3 inches, or other deadly weapons).

SECTION 49. FRINGE BENEFITS. Many items now make up the employees' fringe benefits package: such as vacation, sick and emergency leaves, holidays, insurance programs, etc. Each fringe benefit is a separate topic so consults the topic to obtain information on a particular benefit.

SECTION 50. FUNERAL LEAVE. (Emergency leave). Funeral leave is granted only for deaths within the employee's immediate family as defined in **IMMEDIATE FAMILY** (Section 57) of these policies. This type of leave is one of the categories for an employee's use of the emergency leave benefit.

SECTION 51. GAMBLING. Gambling in any form by PHA employees is strictly forbidden during working hours and on PHA properties. Gambling during any employee's own time, which could or does effect his work is forbidden; that is, loss of sleep, arrest, etc.

SECTION 52. GRATUITIES. No employee of the PHA shall accept any gifts, free tickets, passes, services or anything of material value, directly or indirectly from any person, private firm or corporation, upon terms more favorable than are granted to the general public.

SECTION 53. GRIEVANCE PROCEDURES

A. General Policy

1. Although the PHA of San Angelo is an at will employer, it is the policy of the PHA to ensure due process

and to seek prompt resolutions, when possible, to grievances of employees arising from the employment relationship.

2. Employees are encouraged to resolve problems with their immediate supervisor before utilizing this procedure. Grievance matters should be given prompt attention and should be resolved informally at the lowest level possible in the organization.

3. In accordance with provisions of the Government Code Chapter 617, PHA "employees may present grievances concerning wages, hours of work or conditions of work individually or through a representative that does not claim the right to strike".

4. There are two types of employee grievances:

   a. A disagreement over a specific formal disciplinary action taken; for example, reprimand, suspension, involuntary demotion, and termination.

   b. Allegations of discrimination under all applicable laws (disability, age, sex, race, national origin) and/or all other unresolved complaints, such as general counseling sessions, harassment from supervisors or co-workers, wages, hours of work, performance evaluations or other general complaints.

5. Employees are allowed to present grievances without retribution. However, the filing of a grievance shall not affect the PHA's ability to pursue disciplinary or separation actions.

6. All time limits set forth in this policy may be extended with the mutual consent of the parties involved or by management if more time is required for thorough investigation of the incident or research of the legal issues. Without mutual consent or the other situations mentioned above, the failure of the employee to process the grievance in a timely manner to the next level will constitute a withdrawal of the grievance, and the failure of management personnel to timely respond to a grievance will constitute authorization for the employee to process the grievance to the next step, but shall not be an affirmative finding of the issue(s).

7. Employees who have any questions about the grievance procedure are encouraged to contact their immediate supervisor, Department Head, and the Executive Director for assistance. Grievances shall be written on appropriate grievance forms, which may be obtained from the Executive Director.

8. The PHA of San Angelo reserves the right to interpret, change, modify, amend, or rescind any or all of these policies in whole or in part at any time.

B. Procedure for Grievances

1. **Step I** - Immediate Supervisor

   Employees having a grievance must put their complaint in writing on the appropriate grievance form and present it to their immediate supervisor or the next level of supervision if the grievance is with the immediate supervisor or regarding actions taken by the immediate supervisor. Assistant Director(s) have the discretion to determine which layers of supervision will be represented in either Step 1 or Step II. Grievances cannot be brought on disciplinary actions that are more than ten (10) business days old. The immediate supervisor or the next level supervisor, as appropriate, shall make a decision on the grievance within ten (10) business days. If the employee is not satisfied, the employee may proceed to Step II.

2. **Step II** - Assistant Director or Designee

   Employees must put their complaint in writing on the appropriate grievance form and present it to their Assistant Director as appropriate within ten (10) business days of the employee's receipt of his immediate supervisor's decision. The Assistant Director or his designee will hear both the employee's and supervisor's position on the complaint and may conduct such other investigation as may be

deemed necessary and will render a decision within ten (10) business days from the date that the grievance is filed.

3. **Step III** - Executive Director or Designee

If a grievance is not satisfactorily resolved in Step 2, a final appeal may be made in writing to the Executive Director within ten (10) business days of the employee's receipt of the decision in Step 2. The Executive Director or his designee should conduct a final hearing on the matter and shall render a decision in writing within ten (10) business days following the termination of the employee's grievance hearing. This decision is final and will exhaust any and all the administrative process relating to the employee's original grievance filed. The original of the employee's grievance, the Assistant Director/Department Head's response, and the Executive Director or his designee's final ruling should be filed in the employee's personnel file as a permanent record. Decisions by the Executive Director or his designee on grievances will be final.

Note: Those individuals who report directly to an Assistant Director will have the opportunity to grieve to the Executive Director.

C. Complaints of Discrimination

Any employee, who feels that he has been discriminated against based on race, sex, (including sexual harassment), religion, or national origin may contact the next level of supervision or the Assistant Director. The supervisor will be responsible for informing the Assistant Director if the employee comes to them. The Assistant Director will investigate the matter as deemed necessary and will provide a written report to the Executive Director so that prompt action will be taken to resolve the matter if discrimination is found.

If the PHA Board chooses to adopt these amendments, they should apply to employee disciplinary grievances for incidents occurring after the date of adoption, provided the new procedure may be used at the employee's option for a disciplinary action based on an incident occurring before adoption. Non-disciplinary grievances brought after the date of adoption should utilize the new procedure.

The employee's supervisor or his superiors may initiate disciplinary action against a PHA employee. The degree of disciplinary action taken is to fit the offense. To insure equity, department heads will keep written records of all disciplinary procedures against their employees which shall include dates, problems, witnesses' names, etc. A copy of these reports shall be filed with the Executive Director. When initiating a disciplinary action, the supervisor shall inform the employee of the incident(s) forming the basis of such action and provide the employee with an opportunity to answer the allegations. After taking into account all the facts and circumstances available, the supervisor shall determine what action to pursue, provided however, before suspending an employee without pay or terminating an employee the supervisor shall consult with the Assistant Director and Executive Director. The supervisor shall inform the employee of the disciplinary action and afford the employee an opportunity to respond. Employee counseling forms for such actions are available in the PHA office and shall be completed by the supervisor and employee when disciplinary action is taken. All non-probationary employees have appeal rights regarding these disciplinary actions; and these appeals are handled under the provisions of Section 53 of these policies.

SECTION 54. HANDICAPPED. The PHA welcomes handicapped applicants for positions and does not discriminate against the handicapped in any way. PHA policy is to employ handicapped workers using the same criteria that are used in the employment of other workers. The PHA will comply with the provision of Section 504 of the Vocational Rehabilitation Act and its implementing regulations, Part 84, Title 45, Code of Federal Regulations. (See Section 13 ADA)

SECTION 55. HIRING. The PHA of San Angelo is an Equal Opportunity Employer and will not discriminate in the hiring process on the basis of sex, religion, race, color, age, national origin or disability.

SECTION 56. HOLIDAYS.

I. **DESIGNATED DAYS**: PHA offices shall be closed on the following holidays and on any additional holidays designated by the PHA Board:

A.	New Year's Day	(January 1st)
B.	Good Friday	(Friday before Easter)
C.	Memorial Day	(Last Monday in May)
D.	Independence Day	(July 4th)
E.	Labor Day	(First Monday in September)
F.	Thanksgiving Day and following Friday	(Fourth Thursday and Friday in November)
G.	Christmas Day and another day in conjunction with Christmas	(December 25th plus one day)

II. **ACCRUAL OF HOLIDAYS**: Should an employee's regularly scheduled work week include a holiday on which he may be required to work or which falls on one of the employee's normal days off, the employee shall:

Take another day off within one (1) year of the day on which the holiday falls. An employee who fails to schedule such time off for an accrued holiday within a year from the date on which it was accrued will forfeit that day. The supervisor is authorized to choose the day the employee will take off.

III. **RULES**: The following rules shall apply to holidays:

A. If a holiday falls on Sunday, the following Monday shall be observed as the holiday.
B. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
C. Holidays that occur during any approved leave with pay, (i.e. sick, vacation or leave of absence with pay) shall be charged as holidays but will not be included in the number of days the employee is on leave.
D. An employee who calls in sick on the last work day preceding a holiday or the first work day following a holiday, may be required to provide a written statement from a physician regarding his illness before he will be allowed to accrue, or be paid for, such holiday.

SECTION 57. IMMEDIATE FAMILY. The immediate family is defined to include the employee's spouse, mother, father, brothers, sisters, grandparents or child of the employee and persons close to the employee who are members of the employee's household. (I.e., niece, nephew, aunt, uncle, or similar type relative)

SECTION 58. IMPROPER ATTITUDE. Supervisors who feel that their subordinates have indicated improper attitudes should follow the disciplinary guidelines such as verbal warning, etc. (However, supervisors should take into consideration that outside forces may have created the incident when investigating improper attitudes.)

SECTION 59. IMPROPER PERSONAL CONDUCT. Improper personal conduct is grounds for disciplinary action and improper conduct can range from abuse of minor equipment to conviction of a felony. When a supervisor takes disciplinary action for improper personal conduct, he should file a written counseling form regarding the incident with the Executive Director.

Supervisors should consult the **DISCIPLINARY PROCEDURES** section of these policies, or if in doubt, supervisors should consult with the Executive Director.

Off-duty misconduct may cause disciplinary action to be taken if it would place the PHA in a bad perspective or if it would restrict the functions of the employee's duties.

SECTION 60. INCOMPETENCE AND INEFFICIENCY. From time to time, errors in judgment occur in the hiring and placing of personnel. However, most incompetence and inefficient people should be dealt with during the probationary period. If the problem occurs after completion of probation, the supervisor should consult with the Executive Director as to the best way to handle the problem.

SECTION 61. INSUBORDINATION. Failure or deliberate refusal of an employee to obey the orders and directions given by a supervisor is normally termed as insubordination. Disciplinary action would be proper

for insubordination and the supervisor involved should consult the **DISCIPLINARY PROCEDURES** section of these policies.

SECTION 62. INSURANCE. The PHA of San Angelo provides four types of insurance as follows: **on-the-job** injuries are covered under Workers Compensation, off duty injuries or health problems would be covered under the PHA's group health insurance policy, dental insurance, and an accidental death policy is provided for PHA employees.

The employee may elect to cover his dependents with health and dental insurance coverage under the PHA's group policy. Employees electing to cover their dependents are responsible for paying the additional cost for dependent coverage.

An employee who wishes to make changes to his health or dental insurance coverage can do so by contacting the Assistant Director at 657-4226.

SECTION 63. JOB CHANGE. When the duties and responsibilities of a job are changed, the job will be rewritten and reviewed to determine if a change is warranted. If the change is not enough to increase the grade, and if the incumbent is clearly qualified for the changed job, the job will not be posted, and the incumbent will retain his position without challenge. If the change is enough to increase the grade of the job, or if the incumbent is clearly unqualified for the changed job, or if two or more jobs are emerged to create the new job, then the new job will be posted.

SECTION 64. JOB POSTING. All PHA jobs will be posted on the public bulletin board (with the exception of re-evaluated jobs as explained in **JOB CHANGE**). If a job is posted on the **PHA EMPLOYEE ONLY** bulletin board, supervisors may select a qualified applicant from within the PHA after posting for five (5) days. If an applicant within the PHA is not qualified, the job will then be posted for ten (10) days on the public bulletin board.

SECTION 65. JURY DUTY. Jury duty is the obligation of each citizen, and the PHA employee should be encouraged to participate. If jury duty occurs during an employee's regular working hours, the PHA will provide this employee a status of leave with pay during the time that the two coincide. This employee will retain any remunerations granted for jury duty.

SECTION 66. LATENESS. Employees are expected to be on time for their scheduled work shift. Chronic lateness will not be tolerated and may result in suspension and/or dismissal. If an employee is unavoidably detained, he should phone his supervisor within 15 minutes of his scheduled work shift.

SECTION 67. LAY-OFF. If the PHA has to lay off personnel, the following procedure will be followed:

1. The supervisor through their department heads will advise the Executive Director of the employees with the least seniority that will be laid off, at which time he will explain the lay-off rehiring roster, and assist with other employment, if available.
2. The Executive Director will verify the senior of these employees and develop a rehire roster.
3. The Executive Director will have a meeting with each employee being laid off, at which time he will explain the lay-off, rehiring roster, and assist with employment, if available.

Personnel on the lay-off rosters will be on the status of **leave without pay,** which will be good for 90 days. At the end of this time, all personnel not reinstated will be officially terminated. Laid off employees will be dropped from the rehire roster before the 90 days are over if they find other employment.

SECTION 68. LEAVE OF ABSENCE.

LONG TERM ABSENCE.

A. An employee who has accrued more than ninety (90) days sick leave shall be entitled to use all such accrued leave and any accrued holiday and vacation time to cover the time off required for an illness or injury. The employee's job shall be held open for him until he has used all such sick leave and holiday and vacation time, not to exceed one (1) year. If the employee's illness or injury

requires more time off, a paid or unpaid leave extension may be requested.

B. Absences of up to ninety (90) days due to an illness or injury may be covered by an unpaid leave of absence if the employee has insufficient sick or vacation leave to cover the time off required due to illness or injury.

C. The job of an employee with less than ninety (90) days accrued sick leave will be held for him up to ninety (90) days, provided however, that in cases of catastrophic illness or injuries which require more than ninety (90) days of absence, an unpaid leave extension may be requested.

D. Requests for paid or unpaid leave extensions shall be made through the employee's supervisor/section head to the Executive Director. Proper medical documentation shall be a prerequisite to granting such extension. The employee's job shall be held open for him until the end of any approved extensions.

E. Employees using sick leave, vacation days, or holidays to cover long-term absences due to illness or injury shall continue to accrue sick leave, vacation days and holidays.

SECTION 69. LUNCH PERIODS. The normal lunch period of PHA employees is one hour normally from 12:00 noon to 1:00 p.m.; however, this might vary with shift work or unusual situations. The purpose of this period is for the employee to relax and obtain sustenance to complete the remainder of the day's work. This is not considered paid time.

SECTION 70. MANAGEMENT LEVELS. Two levels of management are found within the PHA's organization. Basically, management is composed of people who spend 50% of their time supervising, who supervise two or more employees, who can hire and fire employees or change their status, who customarily and regularly exercise discretionary powers and who earn $155 or more per week. The two main levels are listed below:

1. **Executive** - This group primarily includes directors and heads of specific functions. Also included are first line supervisors and foremen as designated in the PHA's job description and budget.

2. **Administrative** - Responsible office or non-manual work directly related to management policies. Must customarily exercise discretion and independent judgment and have the authority to make decisions.

SECTION 71. MANAGEMENT RIGHTS. Supervisory and management personnel shall have the right to exercise its regular and customary functions of management as long as it does not involve the provisions of the law.

SECTION 72. MEDICAL AND HOSPITAL BILLS. Any group or hospital bills incurred by an employee whether covered by Workers Compensation or the PHA's accident insurance must be billed to the employee. Bills received by an employee involving a workers' compensation injury should be submitted to the Executive Director.

SECTION 73. MEDICAL RELEASE. All employees who miss work due to an **on-the-job** injury must provide a doctor's release which states that they may return to work. An employee who takes leave for medical reasons must also provide a doctor's release, which states that he may return to work.

SECTION 74. MERIT RAISES. Merit raises recognize the difference in performance of employees of the same or similar type work, grade or position and grants an out-of-cycle step increase. Merit raises will be granted when high performance is maintained. The merit raise is awarded on the supervisor's certification that the employee will continue operating at a high level. No merit shall be given outside the salary range assigned to a particular job classification. In all the above merit raise transactions, the Chief Finance Officer/Assistant Director will determine and affirm the availability for each merit raise.

A merit raise of at least one step may be granted in any twelve-month period. Merit raises shall be recommended by the department head with the advice of the Assistant Director and approval of the Executive Director.

SECTION 75. MILITARY LEAVE. In time of war or national emergency, PHA employees who are members of a retirement system sanctioned by the PHA, or who are holding permanent positions and are satisfactorily performing their duties shall be entitled leave without pay if called to duty with the armed forces of the United States. During this military leave, no credit toward the employee's vacation time, sick leave, holidays, etc. shall accrue. Any credits accumulated up until the employee goes on military leave will be paid at the time the employee leaves. **Drill time** and **summer camps** are to be allowed without any penalty or loss of salary. If a PHA employee is a member of an active reserve unit and is required to spend fifteen (15) scheduled work days per year on active duty, he will be allowed leave with pay for this duty per the passage of House Bill #761 by the Texas Legislature 22, 1953. Any time taken over this fifteen (15) scheduled work days shall be treated as **leave without pay.** Information regarding military leave for PHA employees can be found in Article 5765, paragraph 6 and 7 of V.A.C.S.

All employees who have been granted military leave must apply for reinstatement no later than ninety (90) days after separation from the armed forces, and these employees will be re-employed in the same position or similar position with regards to pay, seniority, etc., that they held at the time they went on military leave; that is if they are physically and mentally qualified. Returning employees who are physically or mentally incapacitated and not qualified to perform their former duties shall be eligible for placement in a position for which they may qualify. Seniority rules will prevail on returning employees.

Military leave shall not be counted as a break in PHA service; and when the employee returns to PHA service, his service time with the PHA shall be increased by an amount equivalent to the time spent on military leave. However, military leave shall be null and void if the employee serves more than one enlistment or equivalent time in the armed forces.

SECTION 76. NEGLIGENCE. PHA employees should take reasonable and prudent care of the equipment consigned to them. Negligence is to be discouraged at all times and it may become a disciplinary matter upon occasions. Employees shall use all published safety regulations in their duties so as to protect themselves and the public.

SECTION 77. NEPOTISM. No employee shall work in the same department as another member of his immediate family, which includes his spouse, his or spouse's mother, father, brothers, sisters, grandparents, sons or daughters. Employment by the PHA of a member of an employee's immediate family in any department will be at the discretion of the Assistant Director with the approval of the Executive Director. The only reason to employ members of the same family will be technical needs of the PHA.

This policy will not affect current situations and normal attrition will help to eliminate any present situation.

SECTION 78. NOTICE OF SEPARATION. This form will be submitted by supervisors on employees that terminate their employment with the PHA. This form is mandatory to prohibit employees that terminate their employment with the PHA for unjustified reasons from receiving unemployment payments from the PHA until they are eligible. The remarks section of the form should be completed.

SECTION 79. OVERTIME. Although employees are asked to work overtime occasionally to complete a particular project, overtime is not the general rule. Overtime is paid any time a PHA employee works over 40 hours in any one-work week. Overtime pay is at a premium rate of one and one-half times the employee's regular hourly rate. Sometimes due to budget conditions, compensatory time is granted for overtime so that the PHA complies with federal regulations. (See **COMPENSATORY TIME** section of these policies).

Department heads and some management level supervisors are exempt employees by law and do not receive overtime pay and are expected to work the number of hours necessary to get the departmental work done. Exempt employees shall be granted compensatory time off to be taken within the 40 hour week worked. Compensatory time cannot be accrued.

SECTION 80. PARKING. The PHA of San Angelo has access to parking in the immediate vicinity of the PHA office for the convenience of employees and visitors. The PHA assumes no liability for damage to persons or property, by theft or otherwise, when using the parking areas. Employees should be encouraged to lock their vehicles for security purposes.

Employees should be encouraged to be courteous in driving, which means using safe speed limits and

observing safety procedures.

SECTION 81. PART-TIME EMPLOYEES. Part-time PHA employees are employees that work regularly for a definite number of hours each day or each week; i.e. 3/4 time might be six (6) hours per day or 3 3/4 days per week. Part-time employees who work thirty (30) hours or more per week shall receive health insurance benefits and all other benefits will be awarded on a pro-rata basis. This includes holiday pay, vacation time, sick leave, etc.

Seniority date for a part-time employee, if he becomes a regular employee will be adjusted to reflect a date, which is equal to his time worked when calculated on a normal (40 hours) work-week.

SECTION 82. PAY PLAN. The PHA maintains a fifteen-step pay plan designed to provide employees with scheduled 2 1/2% payroll step increases.

SECTION 83. PAYROLL. Salaried employees will receive their checks bi-weekly. When the regular payday falls on a holiday or the weekend, paychecks will be distributed the last working day before the holiday or the weekend. Paychecks are signed for and distributed by the supervisor/section head or his designated agent.

SECTION 84. PENSION PLANS. All PHA employees are required to contribute to their respective pension plans effective immediately. A Retirement System will cover PHA employees. Federal laws govern this retirement plan. The employee's contribution rate is seven percent (7%) of their gross salary and this contribution is matched by the PHA at a rate established by the PHA Board.

SECTION 85. PERFORMANCE REVIEW. At the end of an employee's probationary period, employees will have a performance appraisal. Thereafter, annual reviews will be given. This is designed to provide employees with communication on their performance in relation to the expected position output and to aid supervisors in discussing employee job performance. This appraisal also serves as an objective basis for salary step increases. Upon successful completion in a PHA related Certification course a ½ to 1 percent merit increase will be given by the Executive Director. A **Supervisor's Guide to Employee Performance Evaluation** is available in the PHA to assist supervisors in this matter.

SECTION 86. PERSONAL TELEPHONE CALLS. Because of the large volume of PHA business transacted by telephone, the use of PHA telephones for personal matters is discouraged. Personal calls, both incoming and outgoing are discouraged. The PHA recognizes that there may be occasions when personal calls must be made or received during business hours.

SECTION 87. POLITICAL ACTIVITIES. A PHA employee during his working hours in uniform shall not be permitted to take an active part in any political campaign for an elected position. PHA employees are asked to refrain from participation in the election campaigns of city officials. However, this does not preclude that a PHA employee may be active in national and state political campaigns as long as he does not use his PHA employment to influence or cause his activities to reflect upon the PHA officials or other PHA employees.

The term **active part** includes making political speeches, passing out cards or other political literature, writing letters, signing petitions, actively and openly soliciting votes and making public derogatory remarks about candidates for city elected positions.

Any willful violation of this prohibition shall be sufficient grounds for immediate disciplinary action.

SECTION 88. POSTING OF NOTICES. PHA management tries to keep its employees informed on changes of policies and procedures as well as other information that might be of interest to PHA employees. To accomplish this objective, notices are posted for the employees in such places as the break room, PHA office buildings and other bulletin boards in PHA facilities.

Important information is sent to the department heads and they, in turn, pass the information to each employee in their department and may post it on the departmental bulletin boards.

SECTION 89. PROBATION. Each employee hired by the PHA of San Angelo shall serve a probationary period of one (1) year. This probationary period applies to employees who change jobs due to demotion,

promotion or reclassification.

During the probationary period, an employee will have the same fringe benefits such as holidays, sick leave accrual, vacation accrual, etc. as a non-probationary employee.

The probationary period is for two purposes: to see if the employee will develop into the type of employee necessary to handle the job assigned and if the employee has the proper attitude to serve the community and taxpayers. If an employee shows signs that put doubt in the mind of his supervisor as to his capability or attitude, the supervisor should not hesitate to take the necessary actions during this probationary period. Evaluation of probationary employees will be made prior to completion of the one year period as outlined in the **EVALUATIONS** section of these policies.

SECTION 90. PROMOTIONS. The PHA tries to promote within and current PHA employees will have the first opportunity to fill openings if they seek the opening. However, it is the policy of the PHA to promote from ability, not seniority. If abilities are equal or nearly equal, the seniority rule will take precedence.

PHA employees are encouraged to take the initiative in seeking promotions by checking with job openings posted in the PHA Office.

SECTION 91. RECORDS. The PHA office is the only depository for all records for all types of employee leaves or other personnel information. All personnel records are to be forwarded to the PHA office as they are developed, such as suspension and disciplinary actions, attendance, evaluations, changes of status, medical reports, etc.

Personnel records are not open to everyone. Management may examine personnel records as necessary to handle the management function. The employee may examine his own personnel file, but no one else. Other individuals shall examine personnel records only with the written permission of the employee or by directive from the Executive Director or by court order.

SECTION 92. REMUNERATIONS. Employee remunerations are based upon job requirements. The PHA Board sets these remunerations annually. The PHA follows the guidelines regarding equal pay for equal work and there is to be no discrimination on pay between employees doing the same job.

Additional remunerations come each October after the employee has completed his one-year probationary period. Subsequent increases are at the discretion of the PHA Board in their annual salary review.

SECTION 93. RESIGNATIONS. PHA employees who wish to resign shall file a written resignation with his department head that shall forward it to the Executive Director. This written resignation should be filed at least two weeks prior to terminating.

Oral resignations should be given two weeks prior to leaving and made to the employee's supervisor who shall then file a written notice of this action with the PHA office.

Failure of an employee to give notice of termination may result in a **DO NOT REHIRE** being placed on his personnel folder.

SECTION 94. RETIREMENT. Retirement may occurs when an employee (1) has 20 years of service with the PHA, or (2) is 60 years of age or older and is vested with 7 years in the retirement system. Honorable Military service may be considered for vestment, but will have no monetary value.

1. A member with 7 years of service can retire at the age of 60.
2. A member with 20 years of service can retire regardless of age.

SECTION 95. SAFETY. All employees are expected to be safety conscious and to assist the PHA in finding conditions, which might cause an accident. Any unsafe conditions or injury received while at work, however slight the injury or condition, should be reported to supervisors immediately. Horseplay and practical joking can result in serious injury or death; anyone engaging in horseplay or practical joking will be subject to discipline.

SECTION 96. SCHEDULE OF WORK. The Executive Director has delegated the work necessary for the PHA to operate to department heads. It is up to the department heads to see that this work is accomplished; and in so doing, it is up to the department heads to schedule the workload of all his employees.

Except where absolutely necessary by the requirement of extra work or emergency service or 24-hour service, work schedules will normally be confined to 40 hours per week, 8:00 a.m. to 5:00 p.m., Monday through Friday.

SECTION 97. SENIORITY. Seniority is based upon the employee's length of continuous service with the PHA from the last date of hire.

SECTION 98. SEXUAL HARASSMENT. It is the policy of the PHA of San Angelo to strictly prohibit any conduct, which constitutes sexual harassment, and to discipline any employee guilty of committing any such conduct. This policy is based on Title VII of the 1964 Civil Rights Act (as amended).

Sexual harassment is defined as sexual advances, requests for sexual favors and any other conduct of a sexual nature, (including sexually explicit language, jokes, etc.).

SECTION 99. SICK LEAVE.

I. ACCRUAL.

A. Sick leave is accrued by all PHA employees at the rate of 1.25 days per full month employed for the temporary inability of the employee to perform his normal duties due to:
   1. Personal illness
   2. Illness in the employee's immediate family

B. Sick leave accrual is unlimited.

C. Under no condition shall sick leave be used for any purpose other than that described in Section A above.

II. PAYMENT UPON TERMINATION.

Upon termination, employees will be paid for accrued sick leave under the following conditions:

A. The employee must have been employed by the PHA for three (3) years or more.

B. No more than ninety (90) days of accrued sick leave will be paid.

III. LONG TERM ABSENCES.

A. An employee who has accrued more than ninety (90) days sick leave shall be entitled to use all such accrued leave and any accrued vacation time to cover the time off required to an illness or injury. The employee's job shall be held open for him until he has used all such sick leave and holiday and vacation time, not to exceed one (1) year. If the employee's illness or injury requires more time off, a paid or unpaid leave extension may be requested.

B. Absences of up to ninety (90) days due to an illness or injury may be covered by an unpaid leave of absence if the employee has insufficient sick or vacation leave to cover the time off required due to illness or injury.

C. The job of an employee with less than ninety (90) days accrued sick leave will be held for him up to ninety (90) days, provided however, that in cases of catastrophic illnesses or injuries which require more than ninety (90) days of absence, an unpaid leave may be requested.

D. Requests for paid or unpaid leave extensions shall be made through the employee's supervisor/section head to the Executive Director. Proper medical documentation shall be a prerequisite to granting such extension. The employee's job shall be held open for him until the end of any approved extensions.

E. Employees using sick leave and vacation days to cover long-term absences due to illness or injury shall continue to accrue sick leave, vacation days.

F. Sick leave may be donated to other employees at the discretion of the Executive Director.

IV. PHYSICIAN'S STATEMENT REQUIRED.

A. A written physician's statement regarding an employee's absences may be required at his supervisor's discretion when:

1. The employee's absences continue for a continuous period longer than three (3) consecutive days.
2. The employee calls in sick on a workday preceding a holiday or on a workday following a holiday, if hospitalization is required.

B. When an employee fails to provide a written physician's statement required by his supervisor under:

1. Subsection IV (A)(1); he will not be paid for any sick days taken after the first three (3) days of that period.
2. Subsection IV (A)(2); he will not be paid for the holiday or he will not accrue such holiday, whichever is applicable.
3. Either of the previous subsections; disciplinary action may be taken in addition to suspension of pay or loss of a holiday.

V. BUY-BACK PROVISION.

A. 1. Employees who have ninety (90) days of sick leave may redeem up to ten (10) days of sick leave per year, minus any sick days used during the year, so long as said employee maintains ninety (90) days of sick leave at time of redemption.
2. Redemption shall be paid at the rate of 50% of employee's daily wage rate at the time of redemption.
3. A redemption election must be made by December 15th of each calendar year.

B. 1. Employees who have accrued more than one hundred and fifty (150) days of sick leave may redeem up to twenty (20) days of sick leave per year, minus any sick days used during the year, so long as said employee maintains one hundred and fifty (150) days of sick leave at the time of redemption.
2. Redemption shall be paid at the rate of 50% of employee's daily wage rate at the time of redemption.
3. A redemption election must be made by December 15th of each calendar year.

SECTION 100. STATUS CHANGES. Personal status changes should be reported to the Executive Director as soon as possible after they occur. Examples of these personal status changes would be marriage, address changes or phone number changes.

SECTION 101. STRIKES. It shall be unlawful for any PHA employee to engage in any form of striking or slow down against the PHA. Violation of this section calls for immediate disciplinary action.

Any employee discharged under this section shall not be eligible for rehire, nor shall he/she be eligible to receive any pay or compensation from any public funds, except accrued time before the unlawful act.

PUBLIC HOUSING AUTHORITY
OF
SAN ANGELO

MAINTENANCE POLICY

Updated: 2001
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Maintenance Policy

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MAINTENANCE POLICY

The Maintenance Division of the San Angelo Housing Authority is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of Authority properties and providing the best service to Authority residents. The following policy statements are designed to establish the structure of an effective and efficient maintenance system

1.0 COMPONENTS OF A MAINTENANCE SYSTEM

The San Angelo Housing Authority maintenance system shall include certain components:

A. A system of priorities for work requests;

B. Comprehensive working procedures;

C. Performance goals;

D. A work order system;

E. A skills training program; and

F. A long-range planning system.

By developing a maintenance system that has these components in place, the authority will have the tools it needs to control the performance of maintenance work at the San Angelo Housing Authority.

1.1 PRIORITY SYSTEM

The work priorities adopted by the San Angelo Housing Authority exemplify its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of the San Angelo Housing Authority are the following:

1. EMERGENCY

2. RESIDENT REQUESTS

3. GENERAL CLEANING

4. UNIT TURNOVER

5. INSPECTION

6. MISC.

7. PREVENTIVE MAINTENANCE

Placing planned maintenance and vacancy preparation work ahead of resident work requests does not indicate that resident requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing so the Authority will decrease on-demand work and maintain the property in a manner that will keep and attract good tenants.

1.2 DEVELOP PROCEDURES

The Director of Facilities and/or Maintenance Foreman will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

A. A statement of purpose;

B. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure;

C. Any forms needed to carry out the activities; and

D. The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated at least annually.

1.3 DEVELOP PERFORMANCE STANDARDS AND GOALS

The Director of Facilities and/or Maintenance Foreman will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards the Housing Authority will take into consideration certain factors:

A. Local housing codes

B. HUD Housing Quality Standards

C. Public Housing Assessment System (PHAS) standards

D. San Angelo Housing Authority Collective bargaining agreements; and

E. San Angelo Housing Authority job descriptions.

Nothing in the documents listed above will prevent the Housing Authority from setting a standard that is higher than that contained in the documents.

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

1.4 WORK ORDER SYSTEM

The San Angelo Housing Authority shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, cost to complete, days to complete, and hours to perform. This information is required for the Authority to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

A. Preprinted number

B. Source of request (planned, inspection, resident, etc.)

C. Priority assigned

D. Location of work

E. Date and time received

F. Date and time assigned

G. Worker(s) assigned

H. Description of work requested (with task number)

I. Description of work performed (with task number)

J. Estimated and actual time to complete

K. Materials used to complete work

L. Resident charge

1.5 TRAINING

In order to allow its staff members to perform to the best of their abilities, the San Angelo Housing Authority recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures. Each employee must participate in at least 32 hours of training annually.

The Director of Facilities and/or Maintenance Foreman is responsible for developing a training curriculum for the departmental staff and working with personnel department staff to identify the means of delivering the training.

1.6 LONG-RANGE PLANNING

The San Angelo Housing Authority will put in place a long-range maintenance planning capability in order to ensure the most cost-effective use of Authority resources and the maximum useful life of Authority properties.

The Director of Facilities and/or Maintenance Foreman will develop a property-specific long-range planning process that includes the following components:

A. A property maintenance standard

B. An estimate of the work required bringing the property to the maintenance standard

C. An estimate of the work required keeping the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turn-around, inspection requirements and resident on-demand work

D. An estimate of the on-going cost of operating the property at the maintenance standard;

E. A market analysis of the property to determine if there are any capital improvements needed to make the property more competitive;

F. A cost estimate to provide the specified capital improvements; and

G. A revised work plan and cost estimate of maintaining property at the improved standard.

By developing a work plan, the Authority will be able to anticipate its staff, equipment and materials needs. It will also be possible to determine need for contracting particular services.

2.0 MAINTAINING THE PROPERTY

All maintenance work performed at Housing Authority properties can be categorized by the source of the work. Each piece of work originates from a particular source -- an emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a resident request.

2.1 RESPONDING TO EMERGENCIES

Emergencies are the highest priority source of work. The San Angelo Housing Authority will consider a work item to be an emergency if the following occur:

A. The situation constitutes a serious threat to the life, safety or health of residents or staff; or

B. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision.

For emergencies that occur after regular working hours, the San Angelo Housing Authority shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge for each day as well as a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to Authority materials and supplies. The designated employee shall prepare a work order and report on any emergency within twenty-four hours after abatement of the emergency.

2.2 PREPARE VACANT UNITS FOR RE-OCCUPANCY

It is the policy of the San Angelo Housing Authority to reoccupy vacant units as soon as

possible. This policy allows the Authority to maximize the income produced by its properties and operates attractive and safe properties.

The Director of Facilities and/or Maintenance Foreman is responsible for developing and implementing a system that ensures an average turn-around time of seven (7) calendar days. In order to do so, he or she must have a system that can perform the following tasks:

A. Forecast unit preparation needs based on prior years' experience;

B. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and

C. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

The Director of Facilities and/or Maintenance Foreman has the ability to create special teams for vacancy turnaround or to hire contractors when that is required to maintain Authority goals.

2.3 PREVENTIVE MAINTENANCE PROGRAM

Preventive maintenance is part of the planned or scheduled maintenance program of the San Angelo Housing Authority. The purpose of the scheduled maintenance program is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep the properties operating. These systems include heating and air conditioning, electrical, life safety and plumbing.

A. General Operating Systems

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and serviced, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority for the San Angelo Housing Authority.

The systems covered by the preventive maintenance program include but are not limited to:

1. Catch basins

2. Compactors

3. Condensate pumps

4. Electric transformer and emergency generators

6. Emergency lighting

7. Exhaust fans

8. Exterior lights

9. Fire extinguishers and other life safety systems

10. Heating plants

11. Mechanical equipment and vehicles

12. Sanitary drains

13. Air Conditioning equipment

14. Domestic water

A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the service will be listed as well so that they will be on hand when needed. As assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

B. Roof Repairs/ Replacement

Maintenance of roofs requires regular inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage, clear gutters and prompt discovery of any deficiencies.

The Director of Facilities and/or Maintenance Foreman is responsible for the development of a roof maintenance plan that includes these features:

1. The type, area, and age of roof

2. Warranties and/or guarantees in effect

3. Company that installed the roof

4. Expected useful life of roof

5. History of maintenance and repair

6. Inspection schedule

The authority maintenance staff will usually undertake only minor roof repairs. Therefore there should be a list of approved roofing contractors to take on more serious problems for roofs no longer under warranty.

C. Vehicle/Equipment Maintenance

The San Angelo Housing Authority will protect the investment it has made in vehicles and other motorized equipment by putting in place a comprehensive maintenance program. The vehicles and equipment to be covered include:

1. Cars, trucks and vans

2. Tractors

3. Leaf blowers

4. Weed cutters

5. Lawn Mowers

6. Chain saws

The Director of Facilities and/or Maintenance Foreman is responsible for the development of this plan that shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

The Director of Facilities and/or Maintenance Foreman shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification.

D. Lead-Based Paint

The San Angelo Housing Authority is committed to controlling lead-based paint hazards in all its dwellings, especially family dwellings constructed before 1978. If any hazards are discovered, the Authority will develop a plan to abate the hazard. The Director of Facilities shall have the authority and responsibility to direct all activities associated with lead hazard control. The control plan will include such activities as:

1. Detecting the possible presence of lead paint;

2. Protection of residents and workers from lead-based paint hazards;

3. Surface protection of non-painted surfaces;

4. Equipment use and care;

5. Paint quality; and

6. Method of application.

Other responsibilities include directing training sessions, issuing special work orders, informing residents, responding to cases of children with elevated blood lead levels, correcting lead-based paint hazards on an emergency repair basis, and any other efforts that may be appropriate.

The San Angelo Housing Authority's plan to control such hazards is detailed in a risk assessment report and lead hazard control plan.

E. Life Safety Systems

The San Angelo Housing Authority shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Director of Facilities and/or Maintenance Foreman shall be responsible for the development and implementation of a schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan includes the following:

1. Fire alarms and fire alarm systems

2. Fire extinguishers

3. Fire hoses

4. Emergency generators

5. Emergency lighting

6. Smoke detectors

7. Sprinkler systems

The plan will include the required testing and servicing as required by manufacturer's recommendations. It will also include a determination of the most reliable and cost effective way to perform the work including the decision to hire a contractor.

2.4 INSPECTION PROGRAM

The San Angelo Housing Authority's goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of all areas of the Authority's facilities -- the dwelling units, the grounds and building exteriors, and major service systems.

A. Dwelling Unit Inspections

The unit inspection system of the San Angelo Housing Authority has two primary goals:

1. To assure that all dwelling units comply with standards set by HUD and local codes; and

2. To assure that the staff of the San Angelo Housing Authority knows at all times the condition of each unit for which it is responsible.

The achievement of these goals may require more than the annual HUD required inspection. The Director of Facilities is responsible for developing a unit inspection program that schedules inspections at the frequency required.

For all non-emergency inspections, the Resident shall be given at least 24 hours written notice of the inspection.

The Housing Inspection staff shall perform the unit inspection program of the San Angelo Housing Authority. During each inspection, the staff shall perform

specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on the San Angelo Housing Authority inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection. The maintenance staff shall endeavor to complete all inspection-generated work items within 15 days of the inspection.

All Housing Inspection staff is responsible for monitoring the condition of dwelling units. Whenever a Housing Inspection and/or Maintenance staff member enters a dwelling unit for any purpose, such as completing a resident request for service or accompanying a contractor, he or she shall record on an inspection form any required work he or she sees while in the apartment. These work items shall also be converted to a service request within twenty-four hours of discovery.

B. Building and Grounds Inspections

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective residents. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

1. Hallways

2. Stairwells

3. Community room and other common space such as kitchens or public restrooms

4. Laundry facilities

5. Lobbies

6. Common entries

7. Basements

8. Grounds

9. Porches or patios

10. Parking lots

11. Sidewalks and fences

12. Lawns, shrubs and trees

13. Trash compactors or collection areas

14. Building foundations

An inspection form will be developed for common areas and building exteriors and grounds. The staff member responsible for the inspection shall note all deficiencies on the form and ensure that these deficiencies are recorded on work order within twenty-four hours of the inspection. The San Angelo Housing Authority will complete all inspection-generated work items within (15) days of the inspection.

Nothing in this policy shall prevent any San Angelo Housing Authority staff member from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the site manager of the appropriate property.

C. Systems Inspections

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections, in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule. Any work items identified during an inspection shall be converted to a work order within twenty-four hours and completed within thirty (30) days.

2.5 SCHEDULED ROUTINE MAINTENANCE

The San Angelo Housing Authority includes in this work category all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

A. Pest Control/Extermination

The San Angelo Housing Authority will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if

any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Director of Facilities and/or Maintenance Foreman will determine the most cost-effective way of delivering the treatments -- whether by contractor or licensed Authority personnel.

The extermination plan will begin with an analysis of the current condition at each property. The Director of Facilities and/or Maintenance Foreman shall make sure that an adequate schedule for treatment is developed to address any existing infestation. Special attention shall be paid to cockroaches. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week and again twenty-four hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the resident population.

B. Landscaping and Grounds

The San Angelo Housing Authority will prepare a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability.

Routine grounds maintenance includes numerous activities:

1. Litter control

2. Lawn care

3. Maintenance of driveways, sidewalks and parking lots

4. Care of flower and shrubbery beds and trees

5. Maintenance of playgrounds, benches and fences

6. Snow removal (when required by climate)

The Director of Facilities and/or Maintenance Foreman shall be responsible for

the development of a routine maintenance schedule that shall include the following:

1. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;

2. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed;

3. The equipment, materials, and supplies required to perform the tasks and a schedule for their procurement; and

4. A separate snow removal plan including a schedule for preparing equipment for the season and the procurement of other necessary materials and supplies.

C. Building Exteriors and Interior Common Areas

The appearance of the outside of Authority buildings as well as their interior common areas is important to their marketability. Therefore, the San Angelo Housing Authority has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

1. Lobbies

2. Hallways and stairwells

3. Public restrooms

4. Lighting fixtures

5. Common rooms and community spaces

6. Exterior porches and railings

7. Building walls

8. Windows

The Director of Facilities and/or Maintenance Foreman is responsible for the development of a routine maintenance schedule for building exterior and interior common areas. The schedule shall be based on the following:

1. A clearly articulated standard of appearance for the building

2. A list of tasks required to maintain that standard

3. The frequency with which the tasks must be performed

4. A list of materials, equipment and supplies required to perform the tasks.

D. Interior Painting

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, the San Angelo Housing Authority will develop a plan to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

1. Surface preparation

2. Protection of non-painted surfaces

3. Color and finish

4. Paint quality

5. Methods of application approved

6. Lead paint testing and abatement if required

The plan will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted. Alternatives for performance of the work will be included including the conditions under which a resident will be allowed to paint his or her own unit.

2.6 RESIDENT ON-DEMAND SERVICE

This category of work refers to all resident generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

It is the policy of the San Angelo Housing Authority to complete these work requests within seven (7) days. However, unless the request is an emergency or entails work that

compromise the habitability of the unit, these requests will not be given a priority above scheduled routine and preventive maintenance. By following this procedure, the San Angelo Housing Authority believes it can achieve both good resident service and a maintenance system that completes the most important work first and in the most cost effective manner.

3.0 CONTRACTING FOR SERVICES

The San Angelo Housing Authority will contract for maintenance services when it is in the best interests of the Authority to do so. When the employees of the Authority have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the employees of the Authority have the skills to do the work required, but there is more work than there is time available to complete it, the Housing Authority will determine whether it is more cost effective to use a contractor to complete the work. If the Authority staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the Authority will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the San Angelo Housing Authority Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Director of Facilities and/or Maintenance Foreman will work with the CEO/Contracting Officer to facilitate the contract award. The Chief Executive Officer will be responsible for the contribution of the Maintenance Department to this process. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications the easier it will be for the Authority to get the work product it requires.

Housing Authority of the City of San Angelo

Pet Policy (24C.F.R.§5309)
Lease Addendum

INTRODUCTION
This policy is developed in accordance with The Quality Housing and Work Responsibility Act of 1998, with an effective date October 1, 1999.

The purpose of this policy is to establish the Public Housing Authority's (PHA's) policy and procedures for ownership of pets in elderly, disabled, and family units, and to ensure that no applicant or resident id discriminated against regarding admission or continued occupancy ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Housing Authority of the City of San Angelo, Texas, (SAHA).

A. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES
An exception from the general pet rules will be made to assist persons with disabilities.
A Tenant/Pet owner, under this exception, must certify:

1) That there is a person with disabilities in the household;
2) If applicable, that the animal has been trained to assist with the specified disability;
3) That the animal actually assists the person with the disability.

B. MANAGEMENT APPROVAL OF PETS
All pets must be approved in advance by the San Angelo Housing Authority (SAHA) Management.
The pet owner must submit an application to keep a pet, pay all applicable fees/deposits, and enter into written Pet Agreement with the SAHA.

Registration of Pets

1) Pets must be registered with the SAHA and deposit paid before the pet is brought onto the premises.
2) The pet must be registered with the SAHA annually thereafter, Registration Includes:

   Certificate signed by a licensed veterinarian or designated state or local Authority or agent, stating that the pet has received all inoculations required by law.

   Statement signed by a licensed veterinarian that the animal is in good

health, has no communicable diseases or pests and, in the case of dogs and cats, is spayed or neutered.

Sufficient information to identify pet and demonstrate it is a common household pet.

Name, address, and phone number of one or more responsible parties to care for the pet if the owner dies, is incapacitated or unable to care for the pet.

Execution of a Pet Agreement, stating that the tenant accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable state and local laws and regulations.

Pets must be licensed in accordance with applicable state and local laws and regulations.

Registration must be renewed and will be coordinated with the annual re-certification date and proof of license and inoculation will be submitted at least 30 days prior to annual re-examination.

Approval for keeping of a pet shall not be extended until the requirements specified above have been met, and in no event will approval of other than the common household pets be extended.

Refusal to Register Pets

The SAHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the SAHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with Housing and Urban Development's (HUD's) notice requirements.

The SAHA will refuse to register a pet if:

- The pet is not a common household pet as defined in this policy;
- Keeping the pet would violate any House Pet Rules;
- The SAHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other Lease obligations.
- The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provision of the Lease.

The notice of refusal may be combined with a notice of a pet violation. A Tenant who cares for another Tenant's pet must notify the SAHA and agree to abide by all the pet rules in writing.

C. STANDARD FOR PETS

Types of Pets Allowed

The following types of pets are the only pets that will be allowed. Tenant will be permitted to only one four-legged, warm-blooded pet.

1). Dogs:

Maximum number: one (1)
Maximum adult weight: 20 pounds
Must be housebroken
Must be indoor pet
Must be spayed or neutered
Must have all required inoculations and documentation
Must be licensed as specified now or in the future by State Law or Local Ordinance

2). Cats:

Maximum number: one (1)
Maximum adult weight: 20 pounds
Must be spayed or neutered
Must have all required inoculations and documentation
Must be trained to use litter box or other appropriate waste receptacle
Must be license as specified now or in the future by State Law or Local Ordinance

3). Birds:

Maximum number: two (2)
Must be enclosed inside a cage at all times

4). Fish:

Maximum aquarium size: 20 gallons
Must be maintained on a strong stand

5). Rodents: (only guinea pig, hamster or gerbil)

Maximum number: one (1)
Must be enclosed inside an acceptable and appropriate cage at all times
Must have any or all inoculations as specified now or in the future by State Law or Local Ordinance

6). Turtles:

Maximum number: one (1)
Must be enclosed in an appropriate cage or container at all times

7). No Reptiles: (except for turtle) No lizards, snakes, crocodilians and the tuatara, or any of the various animals that crawl or creep.

Prohibited pets include but are not limited to:

Pot bellied pigs, Bull dogs of any kind, German Shepherds, Doberman Pinschers, Chows, Great Danes, Rottweilers, Live stock or farm animals of any kind, Monkeys

D. PETS TEMPORARILY ON THE PREMISES

Guest who are visiting and have pets will pay a $10.00 per day pet fee not to exceed $60.00. Pets which are not owned by a Tenant, will not be allowed. Tenants are prohibited from feeding or harboring stray animals. State or Local Laws governing pets temporarily in dwelling Accommodations shall prevail.

E. DESIGNATION OF PETS AREAS

Pets must be maintained within the resident's unit. When outside of the Unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the tenant or other responsible individual at all times. Pets are not permitted in common areas, which include: Laundry rooms, Community rooms, playground area, or general office area. Tenants/Pet owners are permitted to exercise pets or permit pets to deposit waste on the outer perimeter of complex premises.

F. **ADDITIONAL FEES AND DEPOSITS FOR PETS**

Tenants Responsibilities:
All tenants with animals must agree to pay:

A refundable Pet Deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat; and A non-refundable fee to cover reasonable operating costs to the project relating to the presence of pets. Tenants must pay a refundable Pet Deposit of $100.00. The expense of de-infestation of fleas/ticks in the Tenant/Pet Owner's house/apartment shall be as an expense and responsibility for the tenant/pet owner of $100.00 non-refundable fee.

Housing Authority of San Angelo
COMMUNITY SERVICE/SELF SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B. Definitions

Community Service - volunteer work which includes, but is not limited to:

1. Work at a local school, hospital, or child care center
2. Work with youth organizations
3. Work at the Authority to help improve physical conditions
4. Work at the Authority to help with children's programs
5. Helping neighborhood groups with special projects
6. Working through resident organization to help other residents with problems

NOTE: Political activity is excluded.

Self Sufficiency Activities - activities which include, but are not limited to:

1 Job training programs
2. Substance abuse or mental health counseling
3. English proficiency or literacy (reading) classes
4. Budgeting and credit counseling
5. Any kind of class that helps a person toward economic independence

Exempt Adult - an adult member of the family who

1. Is 62 years of age or older
2. Has a disability that prevents him/her from being gainfully employed
3. Is the caretaker of a disabled person
4. Is working at least 20 hours per week
5. Is participating in a welfare to work program

6. Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self s ufficiency program activity or a combination of the two.

2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.

3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.

4. Family obligations

   a. At lease execution or re-examination after October 1, 1999, all adult members (18 or older) of a public housing resident family must

      1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and

      2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.

   b. At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

   c. If a family member is found to be noncompliant at re-examination,

he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.

d. Change in exempt status:

1) If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.

2) If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

5. Authority obligations

a. To the greatest extent possible and practicable, the Authority will

1) provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. *(According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement)*

2) provide in-house opportunities for volunteer work or self sufficiency programs.

b. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution

c. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.

d. Noncompliance of family member

1) At least thirty (30) days prior to annual re-examination and/or

lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.

2) If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.

3) If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.

4) The family may use the Authority's Grievance Procedure to protest the lease termination.

Resolution 41-2003, **APPROVED** and **ADOPTED** on the 11th day of July 2003

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Housing Authority of the City of San Angelo, Texas

SAFETY PROGRAM

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20.1 Pesticide/Herbicide Safety

21.1 Chain Saw Safety

22.1 Forklift Safety

23.1 Backhoe/Loader Safety

1 Dump Truck Safety

1 Tractor/Shredder Safety

1 Grounds Maintenance Safety (Mowers, Edgers and Chippers)

27.1 Poison Ivy, Oak or Sumac Awareness

28.1 General Painting Safety

29.1 General Office Safety

30.1 Ergonomics Awareness

31.1 Aggressive Animal Awareness

SECTION I

ACCIDENT PREVENTION PLAN COMPONENTS

Housing Authority of the City of San Angelo, Texas
MANAGEMENT STATEMENT OF SAFETY POLICY

Dear Employee:

The success of the Housing Authority of the City of San Angelo, Texas (San Angelo PHA) depends upon our efficient use of resources to produce a high quality product for the citizens of our community. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful work place for all employees by establishing and maintaining an effective safety and health program. We consider safety and health to be a fundamental part of our organization's operations.

The responsibility for safety resides within each of us. We are each challenged to stay informed and to take responsibility for our own safety and the safety of our co-workers. To ensure the success of our safety and health process, we must all give our full participation and support to the safety policies and procedures that have been developed to protect us. Working safely and in accordance with established safety policies is an absolute requirement for all employees, supervisors and managers.

_____

(EXECUTIVE DIRECTOR SIGNATURE)

_____

(DATE)

SAFETY RESPONSIBILITIES
San Angelo PHA

MANAGEMENT SAFETY RESPONSIBILITIES:

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Since it is impossible for managers to personally observe all employee activities, management must assure that all supervisors are trained and are aware of their safety responsibilities. Other safety responsibilities for managers include:

1. Provide leadership and direction concerning safety activities.
2. Participate actively in the continuous evaluation of the safety program.
3. Set goals concerning safety performance within your department.
4. Review losses for potential trends on a regular basis.
5. Enforce all safety rules.
6. Participate in facility and work site audits.
7. Participate and support all accident investigation activities.
8. Review accident reports and recommend corrective actions.

SUPERVISOR SAFETY RESPONSIBILITIES:

Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. Among the important safety responsibilities of every supervisor are:

1. Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all activities on our work sites or in our facilities.

2. Correct or have corrected all reported hazards. Operating under known hazardous conditions will not be tolerated.

3. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction.

4. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.

5. Ensure that tools, equipment and machinery being used in the workplace are in proper working condition.

6. Ensure that proper personal protective equipment is available and employees use it when necessary or required.

7. Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.) following policies/procedures, using seat belts, etc.

8. Do not allow the use of unsafe tools or equipment.

SUPERVISOR SAFETY RESPONSIBILITIES (Continued):

9. Consistently enforce the requirements of the organization's safety program and any associated rules or policies.

10. Ensure that all employees have access to a copy of the organization's safety program.

11. Encourage safety suggestions from employees under your supervision.

12. Obtain prompt first aid for injured employees.

13. Participate in accident or incident investigations involving your employees.

14. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.

EMPLOYEE SAFETY RESPONSIBILITIES:

All employees bear a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly effect the safety of yourself and your fellow employees. All employees will:

1. Know your job, follow instructions, and think before you act.

2. Use your protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.

3. Work according to good safety practices as posted, instructed, and/or discussed.

4. Refrain from any unsafe act that might endanger yourself or your fellow workers.

5. Use all safety devices provided for your protection.

6. Report any unsafe situation or act to your supervisor immediately.

7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.

8. Abide by all policies, procedures, rules, etc. associated with the San Angelo PHA's Safety Program. A copy of this Program is available at anytime upon request.

9. Never operate equipment that you are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to your supervisor.

10. Report all accidents/incidents to your supervisor as soon as they occur.

San Angelo PHA
SAFETY EDUCATION & TRAINING POLICY

SAFETY MEETINGS/TRAINING:

Safety meetings are an effective way to encourage, educate and train employees on following safe work practices and will be held on a monthly basis. The On-site Manager and Maintenance Supervisor will provide information to be used in the meetings and will attend and participate in the meetings when possible. The On-site Manager, Maintenance Supervisor, or a designated employee will normally conduct monthly safety meetings**.** Discussions of new safety rules, possible hazards to be encountered in future job duties or changes in procedures or equipment are some topics that should be covered on a regular basis. All safety meetings will be documented as to the date, attendance (signature in each employee's own handwriting, social security number) and topic discussed. The San Angelo PHA's form will be used to document the safety meetings.

Subjects to be addressed during the safety meetings will include, but not limited to, the following:

- Hazards associated with the work place
- Hazards of particular jobs or tasks
- Emergency procedures
- Hazard communication
- Specific equipment operation training
- Employee reporting requirements
- Office safety
- Driving safety
- Machinery safety
- Subcontractor safety requirements
- Back injury prevention
- Housekeeping

DOCUMENTATION OF SAFETY MEETING/TRAINING:

Documentation from any safety meeting / training courses attended by employees, supervisors or managers will also be kept for record keeping purposes. Documentation associated with safety meetings and training will be kept in the on-site files.

ONGOING TRAINING:

The On-site Manager or the Maintenance Supervisor will provide ongoing safety training in the following areas as the need arises:

- New equipment purchases.
- New/changes in operations.
- Identified areas of increased accidents.
- Newly identified areas of exposure.

NEW EMPLOYEE SAFETY ORIENTATION:

The employee's supervisor will provide an orientation to all new employees to address the hazards of their position. This will include a review of all safety rules, policies/procedures, equipment, etc. that are applicable to the new employee's area of assignment. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. Documentation on the San Angelo PHA's New Employee Safety Orientation Form will be maintained in the central office personnel files.

New employees' work activities will be limited to light duty until the safety orientation is completed.

REPORTING UNSAFE ACTS/UNSAFE CONDITIONS:

All employees are encouraged and required to report any unsafe acts or unsafe conditions. This report will be made using the attached "Employee Report of Unsafe Act/Unsafe Condition Form." (The routing of the form will be as indicated on the form.)

San Angelo PHA
SAFETY MEETING ATTENDANCE FORM*

Date Presented: _____ **Presented by:** _____

Topics Discussed: _____

_____

_____

_____

_____

Social Security Number:	**Signature of Attendees:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Next Safety Meeting Scheduled: _____

***Attach Copy of Training Materials/Handouts Used**

San Angelo PHA
NEW EMPLOYEE SAFETY ORIENTATION RECORD*

Employee Name: _____ Date Employed: _____

Job Title: _____ Assigned Work Area: _____

	Date Completed	Supervisor's Initials	Employee's Initials
Overall Safety Program discussed with employee.	_____	_____	_____
General Safety Rules and safety rules specific to job duty discussed with employee.	_____	_____	_____
Employee safety responsibilities reviewed with employee: Where and when to report unsafe conditions; how/when/where to report injuries; care & use of tools & equipment; etc. .	_____	_____	_____
General hazards in workplace reviewed.	_____	_____	_____
Substance Abuse Policy discussed with and signed by employee.	_____	_____	_____
Hazardous chemicals, including MSDS, discussed with employee.	_____	_____	_____
Proper lifting and materials handling discussed with employee.	_____	_____	_____
Identified past safety problem areas in Employees job duty area discussed with employee.	_____	_____	_____
Record-keeping systems discussed with employee.	_____	_____	_____
Office safety discussed with employee.	_____	_____	_____
Reviewed evacuation and emergency action procedures.	_____	_____	_____
Identify location of fire extinguishers and use of those extinguishers.	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*To be placed in employee's personnel file.

I.3.4 FORM

San Angelo PHA
EMPLOYEE REPORT OF UNSAFE ACT/UNSAFE CONDITION FORM

EMPLOYEE COMPLETES SECTION BELOW AND GIVES TO SUPERVISOR:

Employee _____

Department _____

Date _____ Time _____

Location _____

Hazard or Problem_____

_____

Suggestions _____

_____

SUPERVISOR COMPLETES SECTION BELOW AND GIVES TO MANAGER:

Supervisor _____

Department _____

Date Received _____

Action Taken _____

_____

Date Action Was Taken _____

_____

MANAGER REVIEW:

Date Received _____ Type of Hazard _____

_____

Manager Reviewing Condition _____

Review Comments/Action to Correct _____

_____

_____

Signature of Manager

San Angelo PHA
RECORDKEEPING POLICY

It is the policy of the San Angelo PHA to maintain records of all safety and health documents for a minimum of three years (longer if required by law), not including the current year. The Executive Director will ensure that records maintained by the San Angelo PHA will include, but are not limited to:

INJURY LOSS RECORDS:

A copy of each Texas Workers' Compensation Form TWCC-1 (Employer's First Report of Injury) shall be on file in the San Angelo PHA's central office personnel files.

A copy of each Texas Workers' Compensation Form TWCC-6 (Supplemental Report of Occupational Injury or Illness) shall also be kept in the above-mentioned location.

Claim/loss information from TML-IRP, insurance carriers, etc. (all lines of coverage) shall be maintained in files at the San Angelo PHA's central office personnel files. This information can be used for various means of trend analysis.

ACCIDENT INVESTIGATION REPORTS:

The Executive Director will ensure that an accident investigation report is completed for each reported accident or incident. A copy of all completed accident investigation reports will be maintained at the San Angelo PHA's central office. Only San Angelo PHA approved accident investigation report forms shall be used to document accident investigation data. (See Accident Investigation Policy for more specific information.)

INSPECTION REPORTS:

A file will be maintained at the San Angelo PHA Property Manager's office of all inspection reports required in the Safety Program (Worksite Inspection Reports, Vehicle Inspection Reports, etc). The Executive Director will ensure that all required inspection reports are completed in a timely manner. The On-site Manager or the Maintenance Supervisor will complete the work-site inspection reports and the Maintenance Personnel will complete the vehicle inspection reports. Only the San Angelo PHA's approved inspection forms will be used. Corrective action will be documented for any deficiencies noted on the inspection reports.

(Include any other inspection/audit reports that will be used as part of the safety program.)

SAFETY MEETINGS/TRAINING RECORDS:

Documentation of monthly safety meetings and other training records will be maintained at the job site. Only San Angelo PHA approved safety-meeting forms shall be used to document the activities. When safety meetings are used as training activities, it should be noted on the form. The individual conducting the safety / training meeting is responsible for turning-in a copy of the safety meeting form to the San Angelo PHA central office. The On-site Manager or the Maintenance Supervisor will ensure that the meetings are held on at least a monthly basis.

ANNUAL ACCIDENT/INCIDENT ANALYSIS:

A file of Annual Accident/Incident Analysis reports, using the San Angelo PHA form, will be maintained in the central San Angelo PHA accident file.

ANNUAL REVIEWS OF THE SAFETY PROGRAM:

A file of Annual Reviews of the Safety Program reports, using the San Angelo PHA form, will be maintained at the central San Angelo PHA accident file.

The Executive Director will perform annual checks of the records for inclusion of all required safety documentation as described in this policy.

San Angelo PHA
SAFETY AUDIT/INSPECTION POLICY

A documented, monthly self-inspection of all work sites will be conducted by the On-site Manager or Maintenance Supervisor in an effort to detect unsafe acts or unsafe conditions and initiate corrective action(s) as soon as possible. An employee(s) may be requested to assist the Maintenance Supervisor in conducting the inspections. A copy of the attached “General Safety Inspection” form will be completed for each work site and the completed forms will be maintained at the San Angelo PHA work-site.

Individual employees are responsible for inspecting their work areas for possible hazards on a continual basis. Any potential hazards will be reported to supervisory personnel immediately and may be reported using the “Employee Report of Unsafe Act/Unsafe Condition” form.

The employees that are assigned to drive the San Angelo PHA vehicles will complete vehicle inspections on a daily basis. The completed vehicle inspection reports will be maintained at the respective San Angelo PHA work-site.

Inspection records should be maintained for at least one year. In addition, all maintenance records should be kept for the life of the vehicle.

San Angelo PHA
GENERAL SAFETY INSPECTION FORM
(Required Monthly)

Person Conducting Inspection: _____

Date: _____ Location of Inspection: _____

Area	Satisfactory Yes	Satisfactory No	Corrective Action
Is Housekeeping Clean/Orderly	___	___	_____
Are Floors in Good Condition	___	___	_____
Proper Lifting Procedures Practiced	___	___	_____
Condition of Hand Tools	___	___	_____
Condition of Power Tools	___	___	_____
Equipment Guards	___	___	_____
Personal Protective Equipment Used	___	___	_____
Is Material Storage Adequate	___	___	_____
Fire Extinguishers	___	___	_____
Chemical Handling/Use	___	___	_____
Are All Chemical Containers Labeled	___	___	_____
First Aid Kit	___	___	_____
Are Grounds in Place on All Electrical Equipment	___	___	_____
Electrical Cords in Good Condition	___	___	_____
Is Lighting Adequate in all Areas	___	___	_____
Condition of Ladders Adequate	___	___	_____
Safety Signs Posted Where Needed	___	___	_____
Office Condition	___	___	_____
Fall Hazards Addressed	___	___	_____
Condition of Scaffolds	___	___	_____

Area	Satisfactory		Corrective Action
	YES	NO	
Condition of Machinery (List types of machinery on the work sites.)	___	___	_____
	_____		
	_____		
	_____		
Have all employees received training on the proper operation of all machinery at the work site?	___	___	_____
Are all assigned operators qualified to operate the machinery?	___	___	_____
Since Last Inspection:			
Have Safety Meetings been held with all employees?	___	___	_____
Have all new employees received a new employee orientation?	___	___	_____
Have all accidents been investigated?	___	___	_____
Are current safety rules sufficient for the operations in the area?	___	___	_____
Have MSDS's been submitted by all subcontractors or vendors?	___	___	_____
List any other conditions not addressed above that need attention:			
_____	___	___	_____
_____	___	___	_____
_____	___	___	_____
_____	___	___	_____
_____	___	___	_____
_____	___	___	_____
_____	___	___	_____

**** Completed report must be turned-in to** the Executive Director and the On-Site Manager **with listed corrective actions for any deficiencies!**

San Angelo PHA
VEHICLE INSPECTION FORM

Date _____

Insp. Sticker Exp. Date _____

Odometer Reading _____

License Plate No. _____

CONDITION								
ITEM	**Sat**	**U n Sat**	**ITEM**	**Sat**	**U n Sat**	**ITEM**	**Sat**	**Un. Sat.**
Horn			Transmission Fluid			Front Bumper		
Mirrors			Brakes			Grill		
Glass			Play in Steering Wheel			Lt. Frt. Fender		
Battery			Exhaust System			Rt. Frt. Fender		
Engine			Head Lights			Hood		
Windshield Wp.			Parking Lights			Left Doors		
Power Steering			Tail Lights			Right Doors		
Turn Indicator			Brake Lights			Rear Bumper		
4-Way Flashers			Back-up Lights			Top		
			Tires			Seats		
			Seat Belts					

Explain all items shown as unsatisfactory in the "remarks" section.
Remarks: _____

_____

_____

_____

The employee who performed the inspection must sign the report! ** Completed report will be turned in to the Maintenance Supervisor.

_____
Employee's (Driver's) Signature

San Angelo PHA
MACHINERY/EQUIPMENT INSPECTION FORM

Date _____

Insp. Sticker Exp. Date (If Applicable) _____

Odometer Reading _____Hour Meter (If Applicable)_____

Equipment Number or License Plate No. _____

CONDITION											
ITEM	**Sat.**	**Un Sat.**	**N/A**	**ITEM**	**Sat.**	**Un S A**	**N/A**	**ITEM**	**Sat.**	**Un Sat.**	**N/A**
Battery				Horn				Turn Indicator			
Motor Oil				Mirrors				4-Way Flashers			
Engine				Glass				Overhead Lights			
Engine Coolant				Windshield Wipers				Brakes			
Transmissio Fluid				Steering				Head Lights			
Exhaust System				Seat Belts				Tail Lights			
Hydraulic Fluid				Seat				Brake Lights			
Hydraulic Oil Lines				Fuel				Tires			
Roll Over Protection				Back-up Alarm				Outriggers			
First Aid Kit				Gauges				Mud Flaps			
				Doors				Steps/ Handrails			
				Safety Equipment: Flares, Flags, Cones, Chock Blocks, Etc.				Operation of Implements			
								Fire Extinguisher			

Explain all items shown as unsatisfactory in the "remarks" section.
Remarks: _____

_____

_____

_____

The employee who performed the inspection must sign the report! ** Completed report will be turned in to the Maintenance Supervisor.

_____
Employee's (Driver's) Signature

San Angelo PHA
ACCIDENT/INCIDENT INVESTIGATION POLICY

It is the policy of San Angelo **PHA** to investigate all work-related accidents or incidents that result in or could potentially have resulted in injury or property damage. As nearly all accidents and incidents have their own unique characteristics, only general rules and procedures can be outlined here.

The standard Accident/Incident Investigation Report will be used for both initial and final investigations. (The bottom of the report shall be marked to indicate whether it is an initial or final report.)

RESPONSIBILITIES:

1. Employees must immediately report to their supervisor any on-the-job injury or illness they sustain, or suspect they have sustained, no matter how minor. They must also report any incidents that had the potential for injury to employees or third parties and any instances where property damage occurred.

2. Supervisors shall first respond to the immediate medical needs of any injured persons. Then, they should begin reporting and investigative activities as described in this policy.

3. Witnesses to the event that resulted in the accident or incident will provide statements about what they observed. The witnesses may also be asked to participate in the initial and/or final investigations.

4. The Executive Director is responsible for receiving the initial reports of injury or property damage and forwarding them to the appropriate insurance representatives in a timely manner.

5. The Executive Director is responsible for reviewing the initial accident/incident report, and then setting the time and place for the final investigation.

PROCEDURES:

Initial Notification

Employees are responsible for reporting all injuries, illnesses or incidents as described earlier in this policy. Failure to report any injury or incident may be cause for disciplinary action. (In the event of a serious or disabling injury, fellow employees must assume this reporting responsibility.)

Initial Treatment

The supervisor or other available personnel in accordance with their individual abilities and the severity of the injury shall treat any injury. During normal working hours, the Shannon Medical Center Occupational Medicine Office, after normal working hours, San Angelo PHA's preferred occupational medical provider will be the Shannon Hospital Emergency Room or San Angelo Community Medical Center Emergency Room will be the preferred occupational medical provider.

Medical treatment is mandatory for any of the following:

Severe chest pains
Traumatic injuries
Loss of consciousness or severe dizziness
Etc.

Accident/Incident Investigation Policy-continued

The first responders to any incident scene will be responsible for securing the area to prevent further damage or injury and protecting the integrity of the incident scene until an investigation can be initiated.

Any incident involving possible exposures to blood-borne pathogens, communicable diseases, or any other contagious substance shall be handled in accordance with those specific policies or procedures regarding that particular incident.

Injured employees are to be transported for medical treatment either by ambulance or by another person depending on the severity of the injury. Injured employees should never be allowed to transport themselves for initial medical treatment, but they may transport themselves for follow-up visits if the injury does not impair their driving abilities.

If an employee refuses medical treatment for an on-the-job injury, the investigation report should be completed and the employee's signature used to document the event.

Further Notification

The Executive Director or the Chief Financial Officer must be contacted following the occurrence of an accident or incident to assure an initial report is completed and forwarded to the appropriate insurance representative.

Drug/Alcohol Policy Requirements
(Does organization have requirements for post accident drug/alcohol screens?)

Initial Investigation

The supervisor shall immediately protect all other persons from the hazards that caused the initial problem and preserve the area where the incident occurred for investigation. After the injured persons have been attended to, and the site is secure, the supervisor should begin the initial investigation. The initial investigation should include:

(1) Statement from the injured employee
(2) Statement(s) from witnesses
(3) Photographs or sketches of area if deemed necessary
(4) Completion of the accident/incident report in its entirety
(5) Immediate corrective actions to prevent reoccurrence.

Initial Report

An initial report will be completed for all accidents and incidents within twenty-four (24) hours of occurrence. The immediate supervisor of the employee will complete the initial investigation and report as soon as possible after the occurrence.

The initial report will be turned in to the Executive Director during normal work hours and the immediate supervisor during all other times.

Final Investigation

Within seventy-two (72) hours of the original accident or incident, a final investigation will take place. Attendance at the investigation meeting will, as a minimum, include the following personnel: injured employee, injured employee's supervisor, witnesses, department head, and the Executive Director. The Executive Director will normally take responsibility for scheduling the final investigation and notifying all participants.

Accident/Incident Investigation Policy--continued

The final investigation will include:
(1) Description of the event by the involved persons
(2) Accounts of witnesses
(3) Input from supervision
(4) Listing of causes
(5) Development of corrective actions.

The investigation must answer the following questions:

- Who was injured or what was damaged?
- When did the accident/incident occur?
- Where did the accident/incident occur?
- Why did the accident/incident occur?
- What caused the accident/incident to occur?
- How can it be prevented from occurring again?

The Executive Director will take responsibility for issuing the final report. The final investigation report will reflect all changes from the initial report and must include:

(1) Finalized corrective actions.
(2) Assigned completion dates for all corrective actions.
(3) Assigned persons to complete the corrective actions. The persons assigned the corrective actions shall also be required to sign-off on the final report when the corrective actions have been completed.

Copies of the final report should be supplied to:
(1) Personnel Manager
(2) Department Head
(3) Executive Director

ACCIDENT/INCIDENT INVESTIGATION REPORT

Name and Title of Injured Employee	**Date and Time Incident Occurred**
Assigned Department	**Date and Time Incident Was Reported**
Location Where Incident Occurred	
Supervisor of Injured Employee	
Names of Witnesses	**Addresses & Telephone Numbers of Witnesses If Not Employees**
Supervisor at Time of Injury (If Different From Above)	

Description of Incident (What Happened?) **Person Received Medical Attention YES or NO**

Cause of Incident

Type of Equipment the Person Was Using

Corrective Actions (Include Persons with Assigned Responsibilities and Completion Date For Each)

Investigation Attendance (Names)

Have you addressed the "Five W's" and "H" required for an accident investigation? (Who, What, When, Where, Why, and How)

Initial or Final Report (Circle One)

San Angelo PHA
ANNUAL ACCIDENT/INCIDENT ANALYSIS POLICY

The San Angelo PHA will review at least annually in January all injuries, mishaps, near misses, property damage, accident investigation reports, unsafe condition reports and work site inspection reports that have occurred or been completed over the past year to determine if injury or hazard trends are developing. Where potential trends are identified, the cause(s) will be determined to assist in the implementation of corrective actions for the trend(s). The Executive Director will recommend and initiate prompt corrective actions as needed to eliminate or reduce hazardous exposures to employees. The Executive Director will follow up on the effectiveness of the corrective actions to assure the situations have been abated or are in the process of being corrected.

(The use of a Safety Committee or a group of employees to perform this analysis is one option that will take the responsibility off a single individual.)

The attached "Annual Accident/Incident Analysis" form shall be used to document this accident/incident analysis. This documentation will be kept on file in the central PHA office accident file for a period of at least five years.

San Angelo PHA
ANNUAL ACCIDENT/INCIDENT ANALYSIS FORM

Date: _____ for Calendar Year_____

Prior year's data shall be reviewed for trends.

Accidents/Injuries Reviewed:

Accident Investigation Reports Reviewed:

Inspection Reports Reviewed:

Other Reports That Were Reviewed:

Corrective Action(s) (Include responsible party for implementation):

Prior year's corrective action(s) status:

Review completed by (List all employees that participated):

_____	_____	_____
Printed Name	Signature	Date

San Angelo PHA
SAFETY PROGRAM REVIEW/REVISION POLICY

Each year, in June, the Executive Director will review the entire Safety Program for revisions to meet exposures within the current operations. Areas that will be carefully evaluated include: operations added, equipment added/changed, changes in environmental conditions, adequacy of personal protective equipment, etc. In addition, procedures should be reviewed to make sure they are still applicable.

Upon changes in the Safety Program, all employees will be informed of these changes and provided proper training as needed. The Executive Director will ensure that changes or revisions are added to the written Safety Program in a timely manner.

This annual review will be documented on the attached form and maintained at the San Angelo PHA's central office accident file. A five-year history of completed forms should be maintained.

San Angelo PHA
ANNUAL REVIEW OF SAFETY PROGRAM FORM

Date of Review _____

New Exposures Identified: _____

_____

_____

_____

_____

Action Taken to Control Exposures:

_____

_____

_____

_____

_____

Reviewed By ***(Name(s) and Title(s)):***

_____

_____

_____

(Various Managers, Supervisors or Employees May Participate in the Review.)

San Angelo PHA
ALCOHOL AND CONTROLLED SUBSTANCES POLICY

The San Angelo PHA has adopted an alcohol and controlled substances policy to ensure the safety and well being of all employees. Our policy forbids the possession or consumption of alcoholic beverages and the possession or use of any controlled substance on the premises or while on company business.

The definition of a "controlled substance" is any drug, narcotic, hallucinogen, barbiturate, amphetamine, inhalant, mixture or compound not prescribed by a licensed physician for the legitimate treatment of a specific employee's medical condition.

Employees taking prescription drugs for an illness or other legitimate medical need must notify their direct supervisor in writing of the possible effects of the medication which may impair the individual's physical or mental capabilities, and/or impair their ability to perform their job functions. The notification should also include the length of time expected to take the medication. (Confidentiality of medical records must be maintained at all times.)

Users of illicit drugs, mixtures, compounds or alcohol present a serious danger not only to themselves, but also to all other employees with whom they work or come in contact. Lack of mental alertness, slow reactions and other effects of alcohol and drugs lead to poor judgement and errors that place the safety of our workers and facilities in grave danger. Management cannot and will not allow the safety of our workers and facilities to be compromised.

Violation of any of the following rules may subject an employee to disciplinary action, including immediate termination:

1. No alcoholic beverages may be brought onto or consumed on company property, or consumed while on company business or while operating a company vehicle.

2. No controlled substance may be brought onto or used on company property, or used while on company business or while operating a company vehicle.

3. Employees taking drugs prescribed by a physician must advise their direct supervisor in writing of the possible effects of such medication, which may impair their physical or mental capabilities and/or impair their ability to perform their job functions. This notification must include the length of time the employee is expected to take the medication. This written information must be given to their direct supervisor before the employee starts work. All medical information will be kept confidential and any breach of privacy or confidentiality is subject to disciplinary action.

4. No employee may give, sell or otherwise transfer any controlled substance or prescription drug to any other employee. To do so is in violation of federal law and the employees involved will be reported to law enforcement authorities immediately.

Once again, any violation of the above rules may lead to disciplinary action, including immediate dismissal.

_____ _____

(Executive Director Signature) (***Date)***

San Angelo PHA
EMPLOYEE ACKNOWLEDGEMENT OF
ALCOHOL AND CONTROLLED SUBSTANCES POLICY FORM

I acknowledge that I have received and read a copy of the Alcohol and Controlled Substances Policy. I understand the provisions of the Policy and have no further questions concerning the Policy. I also acknowledge that the provisions of the Policy are part of the terms and conditions of my employment and I agree to abide by them.

_____
Date

_____
Signature of Employee

_____
Print Name

_____
Employee Social Security Number

San Angelo PHA
DISCIPLINARY POLICY

Safety Reprimands:

Should employees be observed not following documented safety rules/procedures, the attached Employee Reprimand form shall be used. Supervisors should make every effort to make sure employees are following safe work practices.

The San Angelo PHA has developed a progressive disciplinary policy that applies to the safety and health program of this organization. The disciplinary policy is a tool to ensure enforcement of the rules and procedures for a safe and healthful working environment. The disciplinary policy applies to all employees of the San Angelo PHA.

Verbal Warnings:

Supervisors may issue verbal warnings to employees that commit minor infractions or violations of the safety rules or safe work practices. Continued violations or verbal warnings will lead to action that is more stringent.

Written Warnings:

Supervisors may issue written warnings for the following:

- Repeated minor violations of safety rules or procedures.
- Single serious violations of a rule or procedure that could have potentially resulted in injury to them or another employee or could have caused property damage.
- Activities that could potentially result in injury or property damage.

Disciplinary Leave:

Supervisors may recommend and management may institute disciplinary leave for the above reasons and the following:

A single serious violation of a rule or procedure that results in injury to an employee or property damage.
Repeated violations or non-conformance to safety rules/procedures.

Termination:

Supervisors may recommend and management may concur in the termination of any employee for repeated serious violations of the above circumstances.

Documentation:

The Executive Director will maintain records of disciplinary action. Violations of
San Angelo PHA rules and/or safety rules, regulations or procedures will be documented by filling out an “Employee Reprimand” report on the employee. The report will state the type of violation and corrective action(s) taken. The employee must read and sign the report acknowledging that they understand the seriousness of the violation.

San Angelo PHA
EMPLOYEE REPRIMAND FORM

Date: _____

Regarding Employee: _____

Employee Position: _____

Location: _____

Regarding: Policy; Procedure; Safety; Following Instructions; Other

Describe: *
_____

_____

_____

_____

_____

_____ _____
Employee's Signature Supervisor's Signature

EMPLOYEE IS:

_____ RETURNED TO DUTY.

_____ SUSPENDED FOR _____ DAYS.

_____ TERMINATED.

Maintain documentation of the employee reprimand in Personnel Records.

***State company policy or safety rule/procedure violated.**

San Angelo PHA
SAFETY COMMITTEE FORMATION

SAFETY COMMITTEE ORGANIZATION

A safety committee has been established for the San Angelo PHA employees to recommend improvements to our workplace safety program and also to help in the identification of corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee will consist of the following supervisory and non- supervisory members of our organization:

Safety Program Coordinator:	Alex Tafolla
Supervisory/Management Members:	Rai Requena Koby Harding Shelley Jenkins Becky Soboski
Non-Supervisory Members:	Richard Fisher Dexter Tolbert

RESPONSIBILITIES

The safety committee will continuously assist in evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace. The committee will also make recommendations as to any adjustments needed to improve any components of the safety program.

The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, inspection findings, employee reports of unsafe acts or unsafe conditions and employee suggestions/complaints. These reviews will be conducted on an ongoing basis during monthly meetings and will focus on hazard/injury analysis and possible developing trends. Resources used during these analyses will include TWCC-1 Forms, Accident Investigation Reports, First Aid Logs, TML-IRP Loss Runs, Other Insurance Carrier Loss Runs, etc. The Chairperson of the safety committee will maintain a copy of these records for reference as needed. The committee will provide a written notification of any identified trends to the Executive Director.

The safety committee will assist management in continually evaluating employee accident prevention programs in an effort to promote safety awareness and employee participation in the safety program. This evaluation will involve conducting periodic safety inspections, observing work practices, reviewing accident causes, suggesting recommendations for corrective measures, etc. Responsibilities may also include updating or rewriting of policies or procedures as evaluations identify possible deficiencies.

Safety committee members will regularly participate in safety training activities and will also be responsible for assisting management in monitoring the effectiveness of workplace safety education and training sessions. Members of the committee will participate in the development of improvements for identified deficiencies in the education and training programs.

MEETINGS

Safety committee meetings will be held at least monthly and more often as needed. A Secretary will be elected or appointed by the committee and that person will be responsible for recording the minutes of each meeting. A copy of the finalized minutes will be forwarded to each member of the committee and may be posted in the workplace for other employees to review.

San Angelo PHA
SAFETY COMMITTEE MINUTES REPORT

Date:	**Time:**	**Location:**

Members in attendance: _____

_____

_____

(Possible Agenda Items)

Previous Action Items:

Review of Accidents since Previous Meeting:

Recommendations for Prevention:

Recommendations from Anonymous Employees:

Suggestions from Employees:

Recommended Updates to Safety Program:

Recommendations from Accident Investigation Reports:

Safety Training Recommendations:

Comments:

Prepared By:	**Date:**

San Angelo PHA
VEHICLE OPERATOR STANDARDS

1. **Policy**

All employees authorized to operate San Angelo PHA vehicles and motorized equipment, or who operate personal vehicles on San Angelo PHA related business, shall be subject to the standards established in this policy.

2. **Purpose**

This policy establishes minimum standards for the qualification of employees and applicants to operate San Angelo PHA vehicles and motorized equipment.

3. **Scope**

This policy shall apply to:

3.1 Employees driving San Angelo PHA owned, leased, or rented vehicle or motorized equipment.

3.2 Employees receiving a monthly car allowance, or who use personal vehicles for San Angelo PHA related business.

3.3 Applicants for positions that require the operation of San Angelo PHA vehicles or equipment.

4. **Definitions**

4.1 San Angelo PHA Vehicles - any passenger car, pickup, truck, or other similar vehicle that is owned, leased, rented, or otherwise under the care, custody, or control of the San Angelo PHA. A San Angelo PHA vehicle shall also include vehicles driven by employees receiving a car allowance and personal vehicles.

4.2 Motorized Equipment - this category includes, but is not limited to, backhoes, dozers, mower-tractors, loaders, graders, and other similar operational equipment.

4.3 Preventable Accident - any accident involving a San Angelo PHA vehicle or piece of motorized equipment, which results in property damage and/or personal injury in which the driver in question failed to exercise every reasonable precaution to prevent the accident. The preventability of an accident shall be determined from the investigative results of the appropriate law enforcement agency.

4.4 Personal Vehicles - privately owned vehicles used in the conduct of San Angelo PHA business, and for the use of which the driver is eligible to claim mileage reimbursement.

4.5 Driving Records - the complete driving history of an employee as can be discerned from any official records.

5. **Responsibilities**

Employees who drive San Angelo PHA vehicles or operate motorized equipment in the course of their employment shall be required to meet the following minimum conditions of eligibility for driving/operating privileges:

5.1 Have reached the age of eighteen (18) years to operate San Angelo PHA vehicles or

motorized equipment.

Vehicle Operator Standards - continued

5.2 Be physically qualified to hold a driver's license and to safely operate a San Angelo PHA's vehicle or motorized equipment.

5.3 Have current valid Texas driver's license in the appropriate class as established on the official description for the position.

5.4 Wear seat belts and other relevant safety equipment when operating San Angelo PHA vehicles or motorized equipment when appropriate.

5.5 Observe all San Angelo PHA's vehicle and traffic related policies.

5.6 Observe all laws and ordinances relating to the operation of San Angelo PHA vehicles or motorized equipment.

5.7 Be responsible for the proper care and use of vehicles or motorized equipment. This includes maintaining San Angelo PHA's vehicle/motorized equipment interiors and exteriors, regularly servicing these items and reporting maintenance needs to the supervisor, and operating all San Angelo PHA vehicles/motorized equipment in a manner that conserves fuel and reduces depreciation.

5.8 Employees receiving car allowance shall fulfill all current legal regulations such as insurance, inspection, and registration.

6. Operator Standards - Applicants

Applicants for positions requiring the operation of San Angelo PHA vehicles or motorized equipment ***shall not*** be eligible for driving/operating privileges if the total points assigned to their driving record is 10 or more.

Violations		Points
6.1	License suspension, revocation	10
6.2	Driving while intoxicated or under the influence or narcotics	10
6.3	Any serious violation - e.g. reckless driving, endangering lives of others, racing	10
6.4	Any speeding violation	3
6.5	Any standard moving violation, i.e., careless driving, stop sign, lane crossover, failure to signal, failure to keep right, following too close, etc.	2
6.6	Any chargeable bodily injury accident	3
6.7	Any chargeable property damage accident	3

7. Operator Standards - Employees

Employees currently in a position requiring them to operate San Angelo PHA vehicles or motorized equipment ***shall not*** be eligible to operate vehicles if the total points assigned to their driving record is 10 or more over the last (3) three years.

Violations		Points
7.1	License suspension, revocation	10
7.2	Driving while intoxicated or under the influence or narcotics	10
7.3	Any serious violation - e.g. reckless driving, endangering lives of others, racing	10
7.4	Any speeding violation	3
7.5	Any standard moving violation, i.e., careless driving, stop sign, lane crossover, failure to signal, failure to keep right, following too close, etc.	2
7.6	Any chargeable bodily injury accident	3
7.7	Any chargeable property damage accident	3

8. **Procedures**

The following procedures shall be observed under this policy:

8.1 Employees operating San Angelo PHA vehicles or motorized equipment must report to their supervisors any accident involving said vehicles as soon as possible and no later than twenty-four (24) hours of the occurrence.

8.2 Employees who are in jobs that require the driving/operating of San Angelo PHA vehicles or motorized equipment shall report any driver's license suspensions to their immediate supervisor within twenty-four hours of the suspension.

8.3 Failure to report license suspensions; or failure to maintain the required driver's license; or failure to meet minimum driving record criteria will be sufficient grounds for removal from driving privileges and may subject the employee to disciplinary action.

8.4 Each January, the personnel department will make a list of all personnel who have driving or motorized equipment operation responsibilities. This list shall include the employee's name, date of birth, and current driver's license number. All such employees will then have their driving record status reviewed through a motor vehicle record check. The motor vehicle record reflects the past three years of a driving record. The Executive Director and appropriate department head will be notified of any employee whose driving record fails the criteria set forth in this policy.

8.5 Employees who have been ruled ineligible (except for offenses listed under 7.2 of this policy) for driving privileges may have their privileges reinstated provided the employee successfully completes a Defensive Driver Training Program approved by the Executive Director and submits evidence of satisfactory completion to the Executive Director.

An employee who has been ruled ineligible for driving privileges may use the defensive driving course option only once every three (3) years in order to have his/her eligibility status reinstated.

8.6 Employees who have been ruled ineligible to drive San Angelo PHA vehicles or

equipment due to their driving record may, at the San Angelo PHA's sole discretion be:

(a) Assigned non-driving responsibilities within their current department, if available; or

(b) Transferred to another department and assigned non-driving responsibilities, if available; or

(c) Dismissed, if neither of the above alternatives can be achieved within twenty (20) working days. All non-driving responsibilities must have prior approval of the Executive Director.

8.7 Employees who receive a car allowance and become ineligible for driving privileges shall have their car allowance revoked and shall not be permitted to drive on San Angelo PHA related business. Mileage reimbursement recipients who become ineligible for driving privileges shall be forbidden to driven their personal vehicles on San Angelo PHA related business.

SECTION II

GENERAL SAFETY RULES, PRACTICES & PROCEDURES

GENERAL SAFETY RULES

1. Each employee shall be required to comprehend and abide by the contents of this Safety Program.

2. All accidents, no matter how minor, shall be reported immediately to your supervisor.

3. All hazardous conditions, actions and/or practices shall be reported to your supervisor.

4. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.

5. Employees shall only operate equipment/tools that they are trained and authorized to operate.

6. Smoking shall be prohibited in areas where there is a danger to equipment, materials, coworkers or buildings, or where “No Smoking” signs are posted.

7. Employees shall use all safety devices and personal protective equipment provided for their protection.

8. Employees shall wear clothing and shoes suitable for the particular work they are doing.

9. Employees shall use assisted lifting devices or obtain assistance from a coworker when lifting heavy objects.

10. Guards shall never be removed except when authorized to make repairs or adjustments. Replace guard immediately upon completion of work.

11. Before starting work on any machine or equipment that is out of service, employees shall render the equipment or machine inoperative and attach a lockout device to the equipment control.

12. The use of drugs and alcohol during working hours is prohibited. Any employee reporting for work under the influence of alcohol or controlled substances shall be subject to disciplinary action.

13. Any employee taking prescription drugs or over-the-counter drugs that could impair assigned work shall report this fact to the supervisor as required by the Alcohol and Controlled Substances Policy.

14. Employees shall not engage in practical jokes or horseplay.

PERSONAL PROTECTIVE CLOTHING & EQUIPMENT – GENERAL REQUIREMENTS

1. All employees shall wear clothing suitable for their particular type of work. Loose clothing shall not be worn while working around or near moving machinery or equipment.

2. All department approved special protective clothing or protective devices shall be used by employees when departmental supervisors require their use.

3. Clothing that is soiled by oil or chemicals should be avoided to prevent skin irritations.

4. When work is performed near exposed energized parts of equipment, employees shall remove all exposed conductive articles, such as key or watch chains, rings, wristwatches or bands, if such articles increase the hazards associated with inadvertent contact with the energized parts.

5. Rings or jewelry shall not be worn while climbing on or off structures or vehicles while performing any task where the ring might be caught under or snagged by a projecting item. In addition, rings and wristwatches with metal case and watchbands shall not be worn while working on or near energized equipment or lines.

6. Department approved gloves shall be provided to and worn by all employees when work site operations could cause injury to the hands.

7. Gloves and long sleeves shall be worn to protect hands and arms when handling cement, brush, sharp objects, hot materials, acids and other chemicals, or when there is a possible exposure to poison ivy.

8. Department approved head protection shall be provided to and worn by employees when working in areas where possible danger or head injury exists from impact, falling or flying objects, or from electrical shock and burns.

9. Employees shall wear department approved eye and face protection where injury exists from flying objects, glare, liquid splashes, weedeaters, edgers, chemicals, grinding, sandblasting, and welding. Eye protection shall be kept in a sanitary and usable condition and shall be replaced when it becomes warped, scratched, or pitted.

10. Department approved hearing conservation devices shall be provided to and worn by all employees working in areas where a danger of noise exposure exceeds acceptable levels.

11. Employees shall wear footwear suitable to the type of work being performed. Safety boots or shoes shall be worn when required. Wearing of sandals, thongs, tennis shoes, loafers or similar footwear shall not be acceptable during working hours for employees serving in labor, maintenance, construction, or inspection positions.

12. Protective clothing and equipment shall be used and maintained in accordance with manufacturer's recommendations.

HAZARD COMMUNICATION PROGRAM

REGULATORY REQUIREMENT

The San Angelo PHA must comply with the Texas Hazard Communication Act. This Standard requires employers to train and educate employees on the safe use and handling of hazardous materials that employees may be exposed to in the workplace, and ensure accessibility to information regarding hazardous chemicals.

POLICY AND OBJECTIVES

The objective of the Program is to provide information and training needed so employees may work safely with hazardous chemicals found in the workplace. Employees have an obligation to adhere to instructions on safe use, handling, and disposal of hazardous materials.

DISTRIBUTION OF WRITTEN PROGRAM

An original copy of this Program is available for review at San Angelo PHA's Central Office and a copy will be maintained in the workplace(s).

EMPLOYEE COMMENTS

If employees have any questions or concerns about the Program, they are encouraged to submit their comments to the Executive Director, their Supervisor, or the designated Department Coordinator. Comments will be evaluated and appropriate action taken.

PROGRAM MANAGEMENT

Program Manager Responsibilities:

The San Angelo PHA shall have a Program Manager with authority to carry out its written requirements. The Program Manager is the Executive Director and is responsible for filing all reports with the appropriate governmental authorities.

Designation of Department Coordinator(s):

For effective compliance with the Acts, a "Department Coordinator" will be designated for each Department. The "Coordinator" may be an employee or supervisor.

Department Coordinator's Duties Include:

a. Maintain a copy of the written Program, Workplace Chemical List(s), and Material Safety Data Sheets specific for departmental workplaces. The Coordinator will ensure these items are readily available for review by department employees during each work shift.

b. Post the Texas Department of Health poster "NOTICE TO EMPLOYEES" on each workplace bulletin board.

c. Provide new hires and newly assigned employees with training before employees are

exposed to or handle any hazardous chemicals.

d. Provide training on an as-needed basis for employees who use or handle hazardous chemicals.

e. Document all training and maintain training records for a minimum of five years.

f. Obtain Material Safety Data Sheets for all chemicals before their use.

g. Verify that all containers of hazardous chemicals are properly labeled and stored.

Employee Responsibilities:

a. Practice safe work habits. Obey the rules and never take shortcuts when handling, using, storing, or transporting hazardous chemicals.

b. Learn to use chemicals properly and understand what they do.

c. Use protective clothing and equipment. Make sure it fits properly, follow instructions for cleaning and storing, and replace damaged articles promptly.

d. Know emergency procedures for chemicals in the workplace. Know where first aid supplies are kept and learn emergency eyewash and shower procedures, if applicable.

e. Notify Supervisor or Department Coordinator of containers that are incorrectly labeled.

f. Notify Supervisor or Department Coordinator if a container is damaged.

g. Notify Supervisor or Department Coordinator of all chemical spills of an emergency nature.

h. Notify Supervisor or Department Coordinator if chemical appears unusual.

PARTICIPATING EMPLOYEES

Employees who work with or in a work area containing hazardous chemicals shall receive training as set forth by the Texas Department of Health.

WORKPLACE CHEMICAL LIST

The Department Coordinator shall compile and maintain a Workplace Chemical List for hazardous chemicals normally present in the workplace or temporary workplace in excess of 55 gallons or 500 pounds.

The Workplace Chemical List may be prepared for the workplace as a whole or for each work area, or temporary workplace, and must be readily available to employees. All employees shall be made aware of the Workplace Chemical List before working with or in a work area containing hazardous chemicals.

The Department Coordinator shall update the Workplace Chemical List as necessary but at least by December 31 of each year. Each Workplace Chemical List shall be dated and signed by the Department Coordinator. The List shall be maintained for at least 30 years.

CONTAINER LABELING

The Department Coordinator will verify that all chemical containers received for use and all chemical containers currently in use in each workplace have the following information visible on the label: the identity appearing on the Material Safety Data Sheet, the pertinent physical and health hazards, including the organs that would be affected, and the manufacturer's name and address. Secondary containers must be re-labeled with at least the identity appearing on the Material Safety Data Sheet and appropriate hazard warnings.

If an unlabeled container such as a bucket is used to temporarily store or transport a hazardous chemical, it shall only be used by the employee who performs the transfer and shall only be used during the work shift during which the transfer was made.

If a hazardous chemical label is missing or improper, corrective action shall be taken immediately by the Department Coordinator.

PIPES, TANKS, ETC.

Every effort will be made to label pipes that carry materials that could be hazardous. Labeling can be specific markings identifying the contents of the pipes.

If hazardous chemicals run through the pipes, the potential hazards and necessary safety precautions relative to the chemicals must be obtained and given to the employees working in the area.

RE-USE OF EMPTY CONTAINERS

Any empty container being considered for re-use must be fully cleaned and all labels removed before its use. NO chemical container will be used for drinking water.

MATERIAL SAFETY DATA SHEETS (MSDS)

The Department Coordinator shall obtain and maintain legible copies of current MSDS's for each hazardous chemical in the workplace(s). If the Department Coordinator does not have a current MSDS for the chemical when it is received at the workplace, the Coordinator shall request a MSDS in writing from the manufacturer or vendor in a timely manner.

Material Safety Data Sheets shall be maintained in an orderly fashion and shall be readily available, on request, for review by employees. Material Safety Data Sheets can be posted on bulletin boards for employee and/or public review. Material Safety Data Sheets should be readily accessible to all employees on all work shifts.

MSDS information for each hazardous chemical to be used in the workplace must be relayed to the employees who will be working with the chemical before the chemical is put into the area. Revised MSDS's must be reviewed with employees.

EMPLOYEE EDUCATION

Employees and volunteers who use or handle hazardous chemicals shall receive training and education appropriate to their workplace. The Department Coordinator shall provide training to a new or newly assigned employee before the employee works with or in a work area containing a hazardous chemical. The method and level of training will vary with the needs of each department and the job duties and educational level of employees. The San Angelo PHA shall provide any personal protective equipment needed by employees when using or handling hazardous substances.

The Department Coordinator will be responsible for ensuring that employees receive training and

education addressing the following:

a. Information on interpreting labels and MSDS's, and the relationship between the two methods of hazard communication.

b. The location of chemicals, acute and chronic effects, and safe handling of hazardous chemicals known to be present in the employee's work area and to which employees may be exposed.

c. The proper use of protective equipment.

d. First Aid treatment with respect to hazardous chemical exposure.

d. General safety instructions on the handling, cleanup procedures, and disposal of hazardous chemicals.

e. The purpose of the Act, and employee rights under the Law.

Training may be conducted by categories of chemicals (i.e. irritants, flammables, etc). Protective equipment and first aid treatment may be by categories of hazardous chemicals.

The Department Coordinator shall keep a record of each training session given to employees, including the date, a roster of the employees who attended, the subjects covered in the training session, and the names of the instructors. Training records shall be maintained for at least five years.

REPORTING FATALITIES AND INJURIES

Within 48 hours after the occurrence of an employee accident that directly or indirectly involves chemical exposure, or that involves asphyxiation, and that is fatal to one or more employees, or results in the hospitalization of five or more employees, the San Angelo PHA shall report the accident orally or in writing to the Texas Department of Health Hazard Communication Branch.

The report to the Texas Department of Health shall relate the circumstances of the accident, the number of fatalities, and the extent of any injuries.

INFORMING CONTRACTORS

Before a contract commences work in a San Angelo PHA workplace, the Department Coordinator and/or Supervisor who controls the work area will be responsible for:

a. Informing the contractor of its rights under the Act.

b. Providing a copy of the Workplace Chemical List.

c. Providing copies of all MSDS's for the hazardous chemicals that they may be exposed to in the workplace.

d. Having the contractor provide MSDS's for any hazardous chemicals they will be bringing into the San Angelo PHA workplace to which the San Angelo PHA's employees will have an exposure.

_____

(Signature of Program Manager)

_____

(Date)

GENERAL SAFETY RULES FOR MOTOR VEHICLE & EQUIPMENT OPERATION

1. Employees who are authorized to operate San Angelo PHA vehicles or personally owned vehicles on San Angelo *PHA* business, must have a valid Texas Driver's license for the class vehicle they operate and must notify their supervisor immediately should the license be suspended or revoked.

2. Motor vehicle record checks will be conducted annually on all employees who have driving or motorized equipment operation responsibilities.

3. The Certificate of insurance coverage and other required documents, along with accident forms should be carried in all San Angelo PHA owned vehicles.

4. All drivers of San Angelo PHA vehicles must be familiar with and abide by all applicable state, federal and local traffic regulations.

5. All drivers/operators shall be responsible for the proper care and use of vehicles and motorized equipment. This includes maintaining San Angelo PHA vehicle/motorized equipment interiors and exteriors, regularly servicing these items and reporting maintenance needs to the supervisor.

6. A driver/operator shall not permit any unauthorized persons to drive, operate or ride in or on a San Angelo PHA vehicle. Riders shall not be allowed on running boards, tailgates, fenders, bumpers, atop cabs, on tow bars or towed equipment. (Exceptions may include operator trainees and mechanics sharing operator positions.)

7. Every accident involving personal injury or property damage shall be reported to your supervisor immediately.

8. Where seat belts are provided, all occupants shall wear them. The size of the vehicle or equipment does not excuse the operator from the seat belt requirement.

9. Equipment on all San Angelo PHA motor vehicles must conform to state, federal, and Department of Transportation (DOT) regulations.

10. When possible, park so that backing is not required.

11. Extreme caution shall be exercised when backing any vehicle. If another employee is present, he/she shall act as a "spotter" to assist the driver in backing safely. Drivers shall stop immediately if they lose sight of the "spotter".

12. Back-up alarms are a useful warning device and should be used when possible, especially on larger vehicles and equipment that may severely restrict your view to the rear of the vehicle. If an alarm is not present, the operator should honk his horn to warn others of the moving vehicle.

13. Unsafe and discourteous driving practices such as road hogging, disregarding the rights of pedestrians, violating traffic regulations, and deliberate recklessness of any kind are prohibited.

14. Getting in or out of vehicle/mobile equipment while it is in motion is prohibited, as is riding anywhere on the vehicle/mobile equipment not designed for passengers. Do not get out of vehicle/mobile equipment and leave the motor running or drive/operate with a door ajar.

15. Personnel should maintain three-points of contact with mobile equipment when entering and exiting to help in maintaining balance if a slip occurs. Many injuries occur because of slips and this should help control that exposure. In addition, the condition of handrails, steps, etc. should be inspected regularly.

16. Smoking is prohibited in any areas where fueling is being performed.

17. Except in emergencies, gasoline must not be carried inside passenger cars or the cabs of trucks. Gasoline shall be transported in approved safety containers and sealed tight to prevent the leakage of gasoline or gasoline vapors.

General Safety Rules – Motor Vehicle and Equipment Operation - continued

18. Garage doors must be opened for ventilation whenever a motor vehicle engine is running to help prevent the accumulation of carbon monoxide gas.

19. Keys shall be removed from unattended vehicles and equipment. Doors should be locked for security purposes when applicable.

20. Driving a vehicle under the influence of alcohol or any controlled substance will not be tolerated. Never attempt to perform work or drive a vehicle when alcohol, medication or drugs impair you.

21. Picking up hitchhikers is dangerous and prohibited.

22. Before starting out in your vehicle in the morning, clear all windows of any frost, ice or dew. Cleaning only a small place on a windshield does not allow for proper visibility.

23. Driving is a full time job. Drivers should not engage in other activities, such as dialing a telephone, updating records, etc. while operating a vehicle. The vehicle should be pulled off the road and stopped before performing these activities.

24. Driving at the maximum-posted speed limit can be too fast for safety in some situations. The drivers of all vehicles must use good judgement and proceed at a pace suitable to conditions of the vehicle, road, traffic and weather.

25. All vehicle cabs should be kept clean to reduce distractions to drivers and interference with the operation of the vehicle or equipment.

STOPPING ON ROADWAYS

1. When it is necessary to stop on the roadway, extreme caution shall be used.

2. A rotating beacon, flares or reflective triangles shall be used if so equipped.

3. Tail lights/emergency flashers shall be used.

4. If work is in progress, traffic control devices shall be used in accordance with the Texas Manual on Uniform Traffic Control Devices, Part VI. Please see additional information in the Work Zone Traffic Control section of this manual.

INSPECTION OF VEHICLES AND EQUIPMENT

1. Drivers/operators shall utilize equipment checklists to inspect vehicles and equipment before check windshield wipers, signals, horn, lights, reflectors, tires, fluid levels, etc. to determine if they are in good operating condition prior to operating the vehicle.

2. The driver/operator shall determine that brakes are in good operating condition before using the vehicle or equipment. If brakes are not working properly, they must be corrected before use.

3. The driver/operator shall report all defects promptly. Items that affect safety shall be repaired before continued use.

   For additional information, please refer to San Angelo PHA's Vehicle Operator Standards.

ELECTRICAL SAFETY

1. Consider all wires as dangerous and do not permit any object being handled to meet electrical lines. The insulation on the wire is no guarantee that it will not cause instant death. Employees other than electricians must never attempt to determine if a wire is energized.

2. All electrical tools, equipment, extension cords etc. shall be inspected on a regular basis. All faulty equipment shall be reported immediately to your supervisor. Lockout or tag the equipment so that others are aware the equipment is damaged. The tool, equipment or cord shall not be used if it has any defects, such as bad insulation, missing grounds, loose prongs, etc.

3. All electrical equipment shall be properly grounded.

4. Extension cords should not be used in wet or damp areas. For adequate protection, a Ground Fault Circuit Interrupter (GFCI) should be used to protect employees in wet or damp locations.

5. All circuit breakers shall be identified as to use. Maintain clear access to electrical panels and main power sources at all times. Electrical panels and boxes should be securely fastened.

6. All electrical panel boards, boxes, disconnects, switchgears, etc. shall be covered or isolated to prevent accidental contact with energized parts and to protect equipment and wiring from potential contamination.

7. Before work begins at a job site, the location of electrical lines (underground and above) shall be determined and precautions taken to prevent accidental contact.

8. Electrical Lockout/Tagout procedures shall be used when circuits or electrical equipment are being worked on.

9. Electrical cables passing through work areas shall be covered or elevated to protect them from damage, which could create a shock hazard.

10. Metal ladders shall not be used when working near electrical circuits.

11. Exposed light bulbs or fluorescent tubes shall be guarded or recessed in reflectors to prevent accidental breakage.

3. To aid in the prevention of electrical shock, 120-volt, single-phase, temporary receptacles used at work sites should be used with a GFCI. If a GFCI is not available, assured equipment grounding conductor program may be used for added protection. Another option in protection from electrical shock involves the use of double-insulated equipment.

4. Because electrical shock can stop the heart and lungs from operating efficiently, be sure that workers involved in activities around hazardous energy levels know cardiopulmonary resuscitation (CPR) and rescue procedures. Any victim of electrical shock should be administered CPR immediately after the electrical shock if heart or lung failure is suspected. The CPR should be continued until the person is revived or medical personnel arrive at the site.

LOCKOUT/TAGOUT PROCEDURES

DEFINITIONS

Lockout and tagout are methods of preventing equipment from being set in motion unexpectedly, which in turn may endanger workers.

Lockout is the placement of a lockout device on an energy-isolating device to ensure that the energy isolating device and the equipment being controlled cannot be operated until the lockout device is removed.

Lockout device is a device that utilizes a positive means such as a lock, either key or combination type, to hold an energy-isolating device in the safe position thus preventing the energization of a machine or equipment.

Tagout is the placement of a prominent warning device, such as a tag, on an energy-isolating device to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed. Does not offer the physical protection of lockout.

An **energy-isolating device** is a mechanical device that physically prevents the transmission or release of energy. These devices can include, but are not limited to, electrical circuit breakers, disconnect switches, block valves, slip blinds, slide gates, etc.

Energy source refers to any sources of electrical, mechanical, hydraulic, pneumatic, chemical, and thermal or any other energy.

An **affected employee** is an employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed.

An **authorized employee** is a person who uses locks and/or tags on machines or equipment while performing service or maintenance activities. An authorized employee and an affected employee may be the same person when the affected employee's duties also include performing maintenance or service on a machine or equipment, which must be locked and/or tagged.

EMPLOYEE RESPONSIBILITIES

All equipment should be locked out or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Employees should never attempt to operate any switch, valve, or other energy-isolating device that is locked or tagged out. Employees should be trained on the importance of lockout/tagout procedures. Only authorized employees who have been trained in the procedures should be allowed to apply lockout or tagout.

PREPARATIONS FOR LOCKOUT/TAGOUT

Obtain the lockout/tagout procedures for the equipment. After a review of the procedure, determine if changes may be necessary in the procedure.

Identify all affected employees that may be impacted by the impending lockout/tagout.

Obtain necessary supplies, such as locks, tags, etc. that may be needed during the lockout or tagout.

SEQUENCE OF EVENTS TO IMPLEMENT LOCKOUT/TAGOUT

1. Notify all affected employees that servicing or maintenance is required on a machine or equipment and that the machine or equipment must be shut down and locked out to perform the serving or maintenance.

2. The authorized employee should refer to the organization's written procedures to identify the type and magnitude of the energy that the machine or equipment utilizes. After identifying the type of energy source, the authorized employee should assure that he/she understands the hazards of the energy source and knows the methods to control the energy source.

3. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open switch, close valve, etc.).

4. De-activate the energy isolating device(s) so that the machine or equipment is isolated from the energy source(s).

5. Use lock(s) and/or tag(s) as necessary to prevent the accidental or inadvertent operation of the energy isolating device(s).

6. Any stored or residual energy (such as that in capacitors, springs, elevated machine members, rotating flywheels, hydraulic systems, air pressure, steam pressure, gas pressure, etc.) must be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.

7. To ensure that the equipment is disconnected from the energy source(s), the authorized employee should follow these listed steps: (a) Check to make sure that no personnel are exposed to possible hazards; (b) Verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing to make certain the equipment will not operate; and (c) Return the operating control(s) to the "neutral" or "off" position after verifying the isolation of the equipment.

8. The equipment or machine should now be locked out.

SEQUENCE OF EVENTS TO RESTORE MACHINE OR EQUIPMENT TO NORMAL OPERATIONS

1. Check the machine or equipment and the immediate area around the machine or equipment to ensure that nonessential items have been removed and that the machine or equipment components are operationally intact.

2. Check the work area to ensure that all employees have been safely positioned or removed from the area.

3. Verify that the controls are in the "neutral" position.

4. Remove the lockout and/or tagout devices and reenergize the machine or equipment.

5. Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready for use.

6. Return or file used lockout and/or tagout devices.

EMPLOYEE TRAINING REQUIREMENTS

The employer should provide training to ensure that the purpose and function of the energy control program are understood by employees and that the knowledge and skills required for the safe application, usage and removal of the energy controls are acquired by the employees.

Each authorized employee should receive training in the recognition of applicable hazardous energy sources, the type and magnitude of the energy sources, and the methods and means necessary energy isolation and control.

Each affected employee should be instructed in the purpose and use of the energy control procedure.

All other employees whose work areas may or may not be in an area where energy control procedures may be utilized, should be instructed about the procedure, and about the prohibition relating to attempts to restart or reenergize machine or equipment which are locked out or tagged out.

San Angelo PHA
BLOOD-BORNE DISEASES POLICY

1.0 General Information

1.1 PURPOSE

The Housing Authority will make every effort to provide its employees a workplace that is free from recognized hazards that may cause death or serious physical harm. In providing services to the residents of the Housing Authority, employees may meet serious diseases that can be transmitted by blood-borne pathogens. It is important that both residents and employees are protected from the transmission of such diseases.

The purpose of this policy is to comply with Federal regulations and to establish a comprehensive set of rules and regulations governing the prevention of potential occupational exposure to Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), the Human Immunodeficiency Virus (HIV - AIDS), and other blood-borne diseases.

1.2 COVERAGE

Occupational exposure to blood-borne pathogens may occur in many ways, including needle sticks, cut injuries or blood spills. Although most Housing Authority employees do not think of themselves as at risk for blood-borne diseases, there are many daily tasks that potentially place them at risk. These tasks include:

A. Cleaning any unit where blood is present.

B. Giving first aid to an injured person.

C. Picking up needles or trash containing needles.

D. Working in sewage.

E. Transporting infectious clean up supplies to be disposed of or laundered.

F. Cleaning public restroom areas.

G. Cleaning common areas in buildings and grounds where blood or other infectious material may be present.

H. Assisting in removal of a deceased resident from their unit.

I. Being exposed by another infectious individual through hostile acts.

J. Any work involving body fluid or blood contact.

The purpose of the policy and related training program is not to alarm the employees of the Housing Authority, but to make them responsibly aware of the risks they may encounter and to equip them to react professionally in the face of those risks.

1.3 ADMINSTRATION

The Executive Director will appoint the Property Managers and Maintenance Supervisor as Safety Officers. The Safety Officers will administer this policy for the Housing Authority. The Safety Officer will be responsible for the following tasks:

A. Developing, implementing and maintaining an effective blood-borne disease plan subject to the provisions of Federal and State law relating to Occupational Safety and Health Administration (OSHA) regulations.

B. Permanently maintaining records of all employees and incidents subject to the provisions of this program.

C. Coordinating, monitoring, and documenting all training activities undertaken in support of this plan.

D. Compiling a list of all jobs in which employees have potential occupational exposures to blood-borne diseases.

E. Ensuring that there are complete health and immunization records for all employees.

F. Investigating all incidents of exposure, notifying all employees who were exposed and ensuring that all reports are completed and any necessary follow-up medical care is made available.

G. Providing exposed employees with access to post-exposure follow-up and counseling.

2.0 GENERAL POLICIES AND PROCEDURES

2.1 POLICY STATEMENT

All blood and other body fluids are potentially infectious and can transmit several diseases. For this reason, all Housing Authority employees should take particular care when there is potential exposure. These precautions have been termed "universal precautions" and stress that employees should behave as though there is the possibility of exposure at all encounters.

2.2 GENERAL GUIDELINES

General guidelines that shall be used by everyone include the following:

A. Think carefully when responding to emergencies and exercise common sense when there is possible exposure to blood or other potentially infectious materials that require universal precautions.

B. Keep all open cuts and abrasions covered with adhesive bandages that repel liquids.

C. If hands are contaminated with blood or other potentially infectious materials wash immediately and thoroughly. Hands shall also be washed after gloves are removed even if the gloves appear to be intact. When soap and water or hand-washing facilities are not available, and then use a waterless antiseptic hand cleaner according to the manufacturer’s recommendation for the product.

D. All workers shall take precautions to prevent injuries caused by needles. To prevent needle stick injuries, needles shall not be recapped, purposely bent or broken by hand, or removed from disposable syringes. After they are found, disposable syringes and needles shall be placed in puncture resistant containers for disposal.

E. The puncture resistant container shall be located as close as practical to the use area.

F. The Housing Authority will provide gloves, protective glasses, and other necessary equipment of appropriate material and quality for use when needed.

3.0 TRAINING

3.1 EMPLOYEES AT RISK FOR EXPOSURE

Employees believed to be at risk for exposure shall receive training regarding the location and proper use of personal protective equipment. They shall be trained concerning proper work practices and understand the concept of "universal precautions" as it applies to their work situation.

3.2 NEW EMPLOYEES AT RISK OF EXPOSURE

During the orientation period, all new employees at risk of exposure will be trained on the risks of blood-borne diseases associated with their position.

4.0 RECORDS AND REPORTS

4.1 EXPOSURE REPORTING

All employees who are exposed to blood or body fluids during the performance of work duties must report the incident to protect themselves and the public. The employee must notify the Safety Officer and make sure that the proper report is prepared. Using the information in the report, the Safety Officer will determine the best course of action to follow.

5.0 MANAGEMENT OF POTENTIAL EXPOSURE

5.1 HEPATITIS B VACCINATIONS

The Housing Authority shall offer all employees at risk of exposure a Hepatitis B Vaccination free of charge and in amounts and at times prescribed by standard medical practices. The vaccination shall be voluntary. All employees have the option of being vaccinated by their own physician and using their personal physician for any post-exposure treatment and follow-up described in this policy. When a personal physician is used, the employee must submit to the Safety Officer records of all treatment or vaccinations received.

If an employee decides not to receive the vaccination, that refusal shall be documented in writing and placed in the employee's file. The refusal can be rescinded at any time.

5.2 REPORTING POTENTIAL EXPOSURES

Employees shall observe the following procedures for reporting a job exposure incident that may put them at risk for HIV or HBV infections (i.e., needle sticks, blood contact on broken skin, body fluid contact with eyes or mouth, etc.):

A. Notify the Safety Officer and immediate supervisor of the contact incident and details thereof.

B. Complete the appropriate on-the-job injury reports and exposure forms.

C. Make arrangements for the employee to be seen by a physician as with any job-related injury. The Housing Authority will make Blood testing available to all workers who have had a documented on the job exposure and may be concerned they have

been infected with HIV. A blood sample should be drawn from the employee and tested for Hepatitis and the antibody to Human Immunodeficiency Virus (HIV

antibody). Testing should be done at a location where appropriate pretest counseling is available. Post-test counseling and referral for treatment should also be provided.

5.3 DISABILITY BENEFITS

Entitlement to worker's compensation benefits and any other benefits available for employees who suffer from on-the-job injuries will be determined as with any other work-related injury in accordance with applicable State law.

6.0 CONFIDENTIALITY

All medical information and records are confidential under State and Federal laws. Any employee who disseminates such confidential information concerning a victim or suspected victim of communicable disease is in violation of such laws and could be subject to serious disciplinary and/or civil action.

FIRST AID KITS

1. All injuries, regardless of how minor, shall be reported to your supervisor.

2. Preplanning for a potential emergency is most valuable. All employees shall be aware of the medical services available and how to obtain them. Emergency phone numbers shall be posted in all work areas.

3. Where first aid kits are supplied, employees shall be familiar with the location, contents, and the instructions given with the first aid kit. Each employee shall learn how to use this equipment so they can render treatment when needed.

4. The contents of the first aid kits shall be inspected each month and expended items replaced. Personal medication shall not be kept in first aid kits.

5. Where the eyes or body may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided for emergency use.

WORK ZONE TRAFFIC CONTROL

Work zone safety is the adequate safeguarding or protecting of pedestrians, motorists, utility workers and equipment by the use of adequate barriers, warning signs, lights, flags, traffic cones, high level standards, barricade rope, flaggers, etc. on approaches to work areas, excavations, open manholes, parked equipment, etc.

Work zone traffic control is accomplished by the use of informative and protective devices, keeping in mind that a safe installation requires the use of these devices in relation to the location of the workers and equipment involved. The use of these devices must be coupled with proper planning, design, installation, inspection, maintenance and the use of good common sense. It is of utmost importance that the work area be properly identified and that warning devices clearly convey the message to the traveling public well in advance of arrival at the work area.

The public must be warned in advance, then regulated and guided through or around the work area. Proper work area protection shall be planned to ensure the safety and protection of the public, the worker, and the equipment.

1. If street construction or repair work is to be done, preparations will be made to ensure vehicle and pedestrian safety before work is allowed to begin.

2. If traffic is affected by the operation, proper signs must be used in advance of the work area, and the traffic control signs in and around the affected area are to be correctly placed and maintained for the duration of the period when work is being performed and traffic obstructions exist.

3. When barricades and signs are used overnight, supervisors will examine the work area for proper placement at the end of the workday.

4. All employees working in or near the roadway will wear reflective vests or suitable garments marked with or made of reflectorized or high visibility material while at the worksite. Garments worn at night must be made of reflectorized material.

5. Lighted barricades will be used whenever possible for overnight protection.

6. Where traffic must be periodically stopped or obstructed by workers or equipment in a traveled portion of a roadway, a flagger wearing a reflective vest may be stationed. If lack of manpower exists, the roadway must be closed and the traffic detoured.

7. Flaggers will be used to slow or direct traffic where the approach to the work area does not provide adequate visibility to drivers. **The use of sign paddles (Stop/Slow) is preferred and should be used if available.**

8. All plates used to cover holes in the street on a temporary basis are to be spiked in place.

9. In any case where streets are significantly obstructed or closed for any period of time, the police, fire and other relevant departments will be notified of the situation and told approximately how long the closure will be in effect.

10. When pedestrian traffic is impeded, barricades, restrictive tape, rope or other restraint will be used to keep the public from the worksite.

11. Holes in the sidewalk or parkway that must be left open will have perimeter protection. Protection of these areas will be in the form of physical barriers and warning signs.

MATERIAL HANDLING SAFETY

1. Before starting to lift or carry, check to ensure that the walkway is clear of all obstacles. Cautiously test the object to check its weight and center of gravity.

2. Before lifting, face the object and get as close as you can with feet slightly apart. Remember, bend at your knees not at your waist.

3. Use your legs to bring you to a standing position. Make the lift smooth and under control.

4. When carrying an object, grip it firmly and hold it as close to your body as possible.

5. Do not twist your body when lifting or setting an object down.

6. If necessary, obtain assistance in lifting heavy objects by utilizing additional personnel, power equipment or other types of assisted lifting devices.

7. When two or more persons carry a heavy object that is to be lowered or dropped, there shall be a pre-arranged signal for releasing the load.

8. When two or more persons are carrying an object, each employee, if possible, should face the direction in which the object is being carried. Crouch or squat with the feet close to the object to be lifted; secure good footing; take a firm grip; bend the knees; keep the back vertical; and lift by bending at the knees and using the leg and thigh muscles. Employees shall not attempt to lift beyond their capacity. Caution shall be taken when lifting or pulling in an awkward position.

1. Material shall not be thrown from place to place or person to person.

10. A safety line or tag line should be attached to help control loads as they are lifted to elevated work areas.

FIRE EXTINGUISHER AWARENESS

1. Employees shall be familiar with both the location and the operation of all fire protection equipment near their work area.

2. Fire extinguishers should be “wall-mounted” in an easily accessible location not more than five feet above floor level. If an extinguisher cannot be easily seen, a sign indicating the extinguisher’s location should also be posted. Except for actual use or inspection purposes, employees shall not move or remove such equipment without proper authority.

3. Fire extinguishers shall not be blocked or hidden behind material or machines.

4. Fire extinguishers shall be visually inspected at least once a month and service inspected annually.

5. Employees shall know the classes of fires and the proper extinguishing agent to be used. Employees shall be trained on the primary fire exposures in their immediate work area.

6. Class A-for fires in paper, wood, or cloth
   Class B-for flammable liquid fires
   Class C-for electrical fires
   Class D-for combustible metal fires

   A multi-purpose “ABC” fire extinguisher will extinguish most types of fires.

7. Remember how to operate most extinguishers:

   PULL - the pin.
   AIM - at the base of the fire.
   SQUEEZE - the handle.
   SWEEP - from side to side.

GENERAL TOOL SAFETY

1. All tools shall be of an approved type and maintained in good condition.

2. All tools shall be examined before use to ensure adequate working condition.

3. Defective tools shall be tagged to prevent their use and removed from the job site.

4. Employees shall always use the proper tools for the job.

5. Employees shall be trained on the correct use, hazards and limitations of tools used in the workplace.

6. Gloves should be worn when they provide protection to the employee without increasing the chances of the employee becoming entangled at the point of operation.

7. Tools shall not be left unsecured in elevated places. Tethering is recommended in areas where tools may fall to a lower level.

8. Impact tools, such as chisels, hammers and punches that become mushroomed or cracked shall be dressed or replaced.

9. Chisels, drills, punches etc. shall not be held with hands while being stuck by another employee.

10. Wrenches with sprung or damaged jaws shall not be used.

11. Wooden handles that are loose, cracked or splintered shall be replaced, not taped or lashed.

12. Power tools shall be disconnected from any power source while repairs or adjustments are being made.

13. Carrying and storing tools:

    - Never carry sharp tools in your pockets unless the edges are protected.

    - Do not carry tools in your hands while climbing a ladder. Hoist them with a rope or use an approved utility belt.

    - Protect your tools from falling when working from a scaffold, ladder or other elevated work areas.

3. Do not leave tools lying around where they may cause a trip/fall hazard. Tools no longer needed for the job shall be returned to their proper location.

4. All tools shall be accounted for at the conclusion.

GENERAL LADDER SAFETY

1. Wooden ladders shall not be painted to obscure a defect in the wood; only a clear, nonconductive finish shall be used.

2. All ladders shall be inspected regularly. Ladders with weakened, broken, or missing steps, broken side rails, or other defects shall be tagged and removed from service.

3. Ladders and scaffolds shall be sufficiently strong for their intended use. All ladders shall be capable of supporting at least 2.5 times the maximum intended load without failure.

4. Ladders shall not be placed in front of doors opening toward the ladder unless the door is open, locked, or guarded.

5. When ascending or descending ladders, employees shall have both hands free and shall face the ladder.

6. Only one employee shall work from a ladder at one time (except for hook-type ladders). If two employees are required, a second ladder shall be used.

7. Only San Angelo PHA supplied ladders shall be used by employees.

8. Ladders shall not be used as scaffold platforms unless specifically designed for that purpose.

9. Boxes, chairs, etc., shall not be used as ladders.

10. Portable metal ladders and other portable conductive ladders may not be used near exposed energized lines or equipment except in very specialized situations.

11. The use of stepladders above 20 feet is prohibited and the use of extension ladders above 24 feet is strongly discouraged.

Note: All ladders used in fire service activities shall be NFPA approved.

STRAIGHT LADDERS

1. Portable straight ladders shall be equipped with nonskid bases or shoes.

2. The ladder shall be placed so that the distance between the bottom of the ladder and the supporting point is approximately one-fourth of the ladder length between the foot of the ladder and the upper support.

3. Straight ladders shall not be climbed beyond the third step from the top.

4. When working from a portable ladder, the ladder must be securely placed, held, tied, or otherwise made secure to prevent slipping or falling.

5. When dismounting from a ladder at an elevated position (such as a roof) the employee shall ensure that the ladder side rails extend at least 3 feet above the dismount position, or that grab bars are present.

6. Employees shall belt off to a ladder whenever both hands must be used for the job or a possibility of the employee falling from an elevated position exists.

7. Ladders shall not be spliced together to form a longer ladder, unless specifically designed to be used as a section ladder.

8. A ladder shall not be placed against an unsafe support.

STEP LADDERS

1. The top step shall not be used, except for platform ladders.
2. Stepladder legs shall be fully spread and the spreading bars locked in place.
3. Stepladders shall not be used as straight ladders.
4. When an employee is working on a stepladder more than 10 feet high (except a platform ladder), another person shall hold the ladder.

MATERIAL STORAGE SAFETY

Bins and Shelves

1. Material shall be stored in such a manner that it will be safe from damage. Special care must be taken to assure that stored material poses no hazard to anyone working around it. Only lightweight material should be stored on top shelves.

2. Bins or shelves shall never be used as ladders.

3. Materials shall not be stored on the floor, in front of shelving.

Stacking Material

1. When material is stacked all possible precautions must be taken to assure that it will remain stable. The lower level must be blocked or tied to prevent slipping. The height of a stack of material should remain within reasonable limits.

2. When unloading and/or stacking poles or pipe, great care should be exercised to maintain a safe work environment. Do not stand on poles or pipe. Watch for pinch points, and stay out of the path of equipment during unloading. Avoid any contact with creosote, while unloading poles.

Flammable Material

1. Under no circumstances shall flammable materials be stored in an area where heat or potential ignition sources may affect the stability of the material.

2. All flammable materials shall be stored in a location that will not endanger life or property. Containers will be clearly and appropriately marked, in accordance with fire safety standards. In addition, storage facilities shall have a sign identifying the materials as “flammable”.

3. Storage of open containers of flammable materials is prohibited. Container covers must be promptly replaced. Smoking will not be permitted inside any warehouse facility, or outside near flammable or combustible materials in the equipment yard.

4. Flammable liquids shall be used only for their designed purposes. Gasoline shall not be used for cleaning purposes or for starting or kindling fires.

5. All solvents should be kept in approved, properly labeled containers. Gasoline and other solvents of this class shall be handled and dispensed only in Underwriters Laboratories (UL) approved, properly labeled (yellow letters) red safety cans.

6. When pouring or pumping gasoline or other flammable liquids from one container to another, metallic contact shall be maintained between the pouring and receiving containers. Transferring of flammable liquids from one container to another shall be accomplished only in properly ventilated spaces free from ignition sources.

7. Strict adherence shall be paid to “No Smoking” and “Stop your Motor” signs at fuel dispensing locations.

Housekeeping

1. Work locations including vehicles, buildings, shops, yards, offices, cabs, etc. shall be kept clean and orderly at all times.

Material Storage Safety - continued

2. Combustible materials, such as oil-soaked rags, waste and shavings shall be kept in approved metal containers with metal lids. Containers shall be emptied as soon as practical.

3. Both clean rags and used rags shall be kept in metal or metal lined bins having metal covers.

4. Permanent floors and platforms shall be kept free of dangerous projections or obstructions and shall be maintained reasonably free from oil, grease, or water. Where the type of operation produces slippery conditions, mats, grates, cleats or other methods shall be used to reduce the hazard from slipping.

5. Stairways, aisles, permanent roadways, walkways and material storage areas in yards shall be kept reasonably clear and free from obstructions, depressions and debris.

6. Materials and supplies shall be stored in an orderly manner to prevent their falling or spreading and to eliminate tripping and stumbling hazards.

7. Rubbish and unused clothing shall not be allowed to accumulate in lockers.

8. Paper and other combustible materials shall not be allowed to accumulate, and weeds or other range vegetation shall not be permitted to grow in or around storage areas, shops, substations, pole yards, buildings, fuel tanks or other structures.

9. Batteries shall be stored in a well-ventilated area protected from sparks or open flames.

1. All personnel will practice good housekeeping. Scrap material will be disposed of properly, the work area should be free of any loose material.

Smoking

Open flames shall not be permitted in areas where flammables or combustibles are present. Smoking will only be allowed in designated smoking areas and never near flammable materials. The absence of “No Smoking” signs shall not be considered authorization for smoking in hazardous locations.

GENERAL SHOP SAFETY

1. All rotating pulleys, gears, shafts and belts on compressors, motors, etc. shall be properly guarded. No equipment or machinery shall be operated while required guards are not in place.

2. Drain valves on air compressors should be opened frequently to prevent the accumulation of liquid.

3. Safety-relief valves will be installed on all compression tanks. These valves will be tested periodically to ensure their proper operation.

4. Never use compressed air to clean your hands or to blow dirt from clothing or your body.

5. When using compressed air for cleaning purposes, it must be kept at a level below 30 pounds per square inch (PSI).

6. If compressed gas cylinders are stored inside a building, the area will be kept dry and well ventilated. Oxygen and fuel gas cylinders must be stored separately.

7. Cylinder carts, other than those designed to hold cylinders in an upright position, are prohibited. Upright cylinder carts must be equipped with a chain, bar or some other device that will act to stabilize the cylinders. If gauges are not attached to the cylinders, valve caps must be in place.

8. Signage similar to the following must be posted in any cylinder storage areas. “DANGER - NO SMOKING, MATCHES, OR OPEN FLAMES".

9. Radial bench saws shall be equipped with a hood guard, forward travel stop and the head shall automatically return to starting position when released.

10. A face shield and safety glasses shall be worn while grinding. Any grinding equipment without proper safety features is not allowed in the work place. Abrasive wheels shall only be used on machines that have guards that cover the spindle end, nut and flange projections.

11. Grinder work rests must be designed to be adjustable to compensate for wheel wear. Work rests should be adjusted with a maximum clearance of 1/8" to help prevent work from jamming. Tongue guards must also be adjusted to within 1/8".

12. When replacing abrasive wheels, follow the manufacturer's directions for proper installation and inspection. All grinding wheels must be inspected before installation to insure that the RPM rating of the wheel is correct for the grinder’s RPM.

13. Identify and label all electrical control devices, such as circuit breakers, fuses, disconnects, etc.

14. All electrical outlets, including wall receptacles, extension cords, etc. must have an independent, third-wire ground system.

15. All electrical tools and equipment shall be effectively grounded unless the tool is an approved double-insulated type.

16. All electrical junction boxes shall have protective covers. All such boxes must have sufficient access space.

17. Stored materials should be stacked in such a manner as not to create a hazard. Stack containers, boxes, parts, etc. in an orderly fashion to ensure stable stacking heights.

18. Heavy bulky materials should be stored on lower shelves to minimize chances of injury due to falling objects.

19. Elevated storage platforms over four (4) feet in height from floor level shall have standard handrails (includes a mid-rail and a top handrail) and toe boards. The handrails will be constructed of metal or wood sufficient to withstand 200 pounds of top rail pressure.

20. Proper signage, such as "NO SMOKING" signs, will be installed in all areas where flammable or easily combustible materials are stored.

21. Hooks used on hoisting equipment shall be equipped with a safety latch to help prevent dropping of any lifted load.

22. The hoisting capacity of any hoisting equipment shall be printed clearly on the frame in lettering that is large enough to be read from ground level. All cranes shall be inspected on at least a monthly basis to assure their proper operation and condition.

25. All shops shall have at least one accessible exit for emergency evacuations.

26. Any doors not designated as exits, but may be mistaken for exits should be clearly marked "NOT AN EXIT".

27. All exits shall be identified by a clearly visible, illuminated, "EXIT" sign.

28. Only approved containers are to be used for the storage of flammable and combustible materials. Approved containers can be identified by the presence of a label from a certifying organization such as Underwriters Laboratories.

29. Safety cans shall be painted red and clearly marked to identify the contents. Only approved pumps or self-closing faucets are to be used for dispensing flammable or combustible liquids.

30. No guard shall be removed from any machine or piece of equipment except to perform required maintenance. Guards removed to perform maintenance operations shall be replaced immediately after the completion of the work.

GENERAL STORAGE YARD SAFETY

1. All vehicles shall have the emergency brake set when parked on a slope or down grade. Consideration should also be given to the use of chocks in these situations.

2. All vehicles and equipment shall be parked in a position that does not require backing whenever possible. When backing a truck or machinery in the yard, use a spotter to assist you into position.

3. Proper personal protective equipment should be evaluated before performing any work in the yard. It is not possible to identify all personal protective equipment that may be required due to the various types of assignments in that area.

4. Miscellaneous tools, equipment and material should be stored on pallets instead of being placed on the ground. Pallets should be stacked in a way that ensures their stability. Stability may be influenced by many items such as the stability of the ground, the height of the stacked material, the configuration of the stacking, etc.

5. Always roll pipe from the ends or from behind to avoid placing your body in the pipe's path.

COMPRESSED GAS CYLINDER SAFETY

1. Never attempt to lift compressed gas cylinders with an electromagnet. Where a crane or derrick must handle cylinders, as on work sites, the cylinders shall be lifted in a cradle or suitable platform, not by the valve protector cap. Do not lift with slings or chokers. Extreme care must be exercised to prevent dropping or bumping of the cylinders.

2. Cylinders, whether full or empty, shall be stored in a rack, chained or otherwise secured to prevent them from falling.

3. Do not use cylinders as rollers, supports or for any other use other than its designed purpose.

4. Cylinders shall have their contents properly identified. Empty cylinders shall be plainly marked “EMPTY” or “MT”, and the valves shall be closed.

5. Oxygen cylinders in storage shall not be stored near flammable or highly combustible materials, such as oil, grease, fuel, other fuel gas cylinders, etc. In addition, no cylinders shall be stored in areas where there is an exposure to direct sunlight.

6. Welding or cutting of any pipeline, tank, empty container or piece of equipment shall not be performed until it is assured that the object is free from flammable materials or an explosive mixture of gases. Before welding or cutting begins, the hazardous materials shall be removed or it shall be vented to the atmosphere to prevent a possible explosion from the expansion of trapped gases.

7. Cylinders shall not be placed where they might become part of an electric current or within five feet of an electrical outlet. Cylinders shall not be allowed to come in contact with energized conductors, ground wires from electrical equipment or welding machines.

8. Valves of compressed gas cylinders shall be opened slowly and with the proper wrench.

9. Before the regulator is removed from a cylinder, the valve shall be closed and all pressure released from the regulator. Use regulators and pressure gauges only with gases for which they are designed and intended. Do not attempt to repair or alter cylinders, valves or attachments. The supplier or manufacturer shall only perform any changes in the cylinders.

1. Leaking cylinders shall not be used. Such cylinders shall be taken away from sources of ignition and the supervisor notified. Leaking compressed gas cylinders shall be taken out of service immediately and handled as follows:

   (1) Close the valves and take the cylinder outdoors well away from any source of ignition.
   (2) Properly tag or mark the cylinder.
   (3) If the leak occurs at a fuse plug or other safety device, take the cylinder outdoors well away from any potential ignition source and open the cylinder valve slightly to allow the contents to escape slowly. Tag the cylinder to warn others. (The environmental and health effects of the contents must be evaluated before allowing the cylinder to bleed-down.)
   (4) Post warnings against approaching with lit cigarettes or other potential ignition sources.
   (5) Promptly notify the supplier and follow their instructions for handling/returning the cylinder.

11. Do not remove or change the marks and/or numbers stamped on compressed gas cylinders. In addition, any labels shall be left in place for identification purposes.

12. Cylinders that are heavy or difficult to carry by hand may be rolled on their bottom edge, but they should never be dragged.

13. Do not tamper with safety devices in valves or on cylinders.

Compressed Gas Cylinder Safety - continued

14. Consult the supplier of the gas or the appropriate Material Safety Data Sheet (MSDS) when there are doubts concerning the proper handling of a compressed gas cylinder or its contents.

15. When cylinders are transported:

    (1) Load to allow as little movement as possible.
    (2) Secure them to prevent violent contact or falling.
    (3) Remove regulators and put valve protection caps in place.

GENERAL WELDING AND CUTTING SAFETY

1. Experienced and properly trained personnel shall only perform welding and cutting.

2. The work area shall be inspected for potential fire hazards before any cutting or welding is performed.

3. When welding or cutting in elevated positions, precautions shall be taken to prevent sparks and hot metal from falling onto people or material below.

4. Suitable fire extinguishing equipment shall be immediately available at all locations where welding and cutting equipment is used.

5. Proper strikers shall be used in lighting torches. Matches and cigarette lighters shall not be used.

6. A fire watch shall be maintained whenever welding or cutting is performed in locations where combustible materials present a potential fire hazard. A fire check should be made of the entire area after completion of welding or cutting activities.

7. Machinery, tanks, equipment, shafts or pipes that could contain explosive or flammable materials shall be thoroughly cleared and decontaminated before the application of heat.

8. In dusty or gaseous spaces where there is a possibility of an explosion, welding or cutting equipment shall not be used until the space is adequately ventilated.

9. Adequate ventilation or approved respiratory equipment shall be used while welding in confined spaces or while cutting, brazing or welding zinc, brass, bronze, stainless steel, galvanized or lead coated materials.

10. Welders shall wear clothing made of fire resistant fabrics, gloves, appropriate footwear, sleeves and a buttoned collar. All protective clothes and equipment should be worn in a manner that provides the most efficient protection from slag or other hot material.

11. When using an arc welder, use No. 10 or No. 12 shade lenses. When using acetylene torches for welding or cutting, use No. 5 or No. 6 shade lenses.

12. Regular shaded safety glasses do not provide adequate protection for welding or cutting operations.

13. Proper eye protection in the form of safety glasses and a face shield should be worn during any portable grinding activities. Safety glasses should also be worn during any slag chipping activities.

GAS WELDING

1. Suitable eye protection, protective gloves and clothing shall be worn during welding or cutting operations or while cleaning scale from welds. Helpers or attendants shall wear proper eye protection. Other employees shall not observe welding operations unless they use approved eye protection.

2. Matches shall not be used to light a torch. A torch shall not be lit on hot work.

3. When gas-welding equipment is not in use, the cylinder valves shall be closed and the pressure in the hose released.

4. Gas hoses shall not be positioned so they create tripping/slipping hazards.

5. Always inspect oxygen or fuel gas hoses for leaks, burn spots, worn places, or other defects before pressurizing.

ELECTRIC WELDING

1. No electric welding machine, either A. C. or D.C., shall be operated until the frame or case of the machine is electrically grounded for protection from potential shock hazards.

2. All ground and electrode lead cables will be inspected before use for bad or damaged connectors. Only connectors designed for joining or connecting will be used for that purpose.

3. Welders shall wear an approved welding helmet, proper protective gloves and fire-resistant clothing during welding activities. The welder and any helpers in the area should wear proper eye protection in the form of safety glasses and/or a face shield when chipping slag, grinding, etc. Other employees shall not observe electric welding operations unless they use approved eye protection.

4. Welders shall wear proper eye protection to guard against flying particles when the helmet is raised.

5. Welding screens shall be used whenever practical to help control potential ultraviolet light exposures to other personnel in the area.

6. Welding machines will be placed at least 4 feet apart.

7. Fire fighting equipment should be placed in the immediate area and a fire watch used as necessary to control any fire potential.

COLD AND HEAT RELATED ILLNESSES AWARENESS

Cold Related Illnesses

Hypothermia is when the body's temperature drops below normal causing uncontrollable shivering, weakness, drowsiness, disorientation, unconsciousness, and even death. Persons working outdoors during the winter months should follow the guidelines listed below:

1. Dress in layers.
2. Keep dry.
3. Work with co-workers when possible.

Heat Related Illnesses

Heat stroke, heat exhaustion, heat cramps and heat rash are health related problems associated with working in hot environments. Heat related illnesses can be caused by prolonged exposure to hot temperatures, limited fluid intake, or failure of temperature regulation mechanisms in the brain.

The most serious health disorder associated with working in a hot environment is heat stroke. Symptoms of heat stroke include hot dry skin, no sweating, high body temperature, rapid heartbeat, mental confusion or a loss of consciousness. While medical help is being called, the victim should be moved to a cool area and his/her clothing soaked with cool water. Vigorous fanning of the body will increase cooling. Death can occur if prompt first aid and medical help is not given.

Heat exhaustion occurs because of excess fluid loss and failure to replace the minerals and fluid lost during sweating. Signs of heat exhaustion include extreme weakness or fatigue, giddiness, nausea or headaches. The skin is clammy and moist and the body temperature is relatively normal. The best treatment for heat exhaustion involves resting in a cool place and drinking plenty of fluids.

Heat cramps are painful muscle spasms, which are caused by excessive fluid and salt loss. Consuming fluid replacement beverages can treat such cramps.

Heat rash is likely to occur in hot and humid environments where sweat cannot be easily evaporated from the skin surface. Resting in a cool place and allowing the sky to dry can prevent it.

By following a few basic precautions, health problems associated with working in hot environments can be prevented:

1. Those unaccustomed to working in the heat should be given time to adjust to work in a hot environment.

2. Wear light, loose fitting clothing and protect you by wearing a hat. Sunscreen should also be used when prolonged exposures to sunlight may be possible.

1. Drink plenty of fluids to help prevent dehydration. Eight to ten (8-10) ounces of fluid are recommended every ten to fifteen (10-15) minutes when working in extremely hot or humid conditions. Beverages containing alcohol or caffeine should be avoided.

2. Alternate work and rest periods. Heavy work should be scheduled for the cooler parts of the day of possible.

3. Educate employees on the symptoms, treatments and preventive measures for heat related problems.

PESTICIDE/HERBICIDE SAFETY

1. When applicable, all employees who apply pesticides or herbicides shall be licensed.

2. Before using any pesticide or herbicide, employees shall read the label carefully and follow the directions and precautions.

3. Pesticides shall be stored in a properly labeled, tightly sealed container and under lock and key at all times. The building, room, or structure shall be clearly marked with pesticide warnings.

4. Before handling any pesticide/herbicide, the user should review the material safety data sheet and label to identify any personal protective equipment that will be needed to prevent a possible exposure.

5. Mix the pesticides/herbicides in a well-ventilated, well-lit area. Mix only at recommended rates and apply only at specified dosages.

6. Check application equipment for leaking hoses or connections, plugged or worn nozzles, and examine the filter to ascertain that it is free of debris.

7. Employees shall avoid contact with skin or inhalation of mists or spray.

8. Material Safety Data Sheets (MSDS) shall be maintained and kept near material and storage locations.

9. Spray equipment shall be cleansed daily when using oil-based solutions.

10. Pesticides/herbicides shall not be stored or disposed of where they could contaminate people, property or waterways.

11. Empty containers shall be disposed of in a safe manner.

12. Pesticides/herbicides should only be applied under favorable time and weather conditions.

13. Do not eat, drink or use tobacco products while handling pesticides/herbicides.

CHAIN SAW SAFETY

1. Employees operating powered trimming equipment shall, as a minimum, wear safety glasses and/or face shields and hearing protection. Other personal protective equipment such as chaps, gloves, fall protection, etc. should also be evaluated to gauge its need.

2. When starting a chain saw, it shall be placed on or against a solid support.

3. The operator shall grip the chain saw with both hands during the entire cutting operation.

4. The saw bumper shall be against the tree or limb before starting a cut.

5. Chain saw operators shall regularly clear the immediate area around their work to make certain that brush/limbs will not interfere with the chain saw or operator.

6. Chain saws shall not modified in such a way to allow locking of controls in the “on” position.

7. The chain saw engine or motor shall be stopped when:

   a a. Working on any part of the chain or cutting bar.
   b b. Being moved from one location to another.
   c c. The unit is unattended.

7. Gasoline driven chain saw engines shall be stopped when being refueled. If gasoline is spilled on the chain saw during refueling, it shall be wiped off before the engine is started.

8. A gasoline driven chain saw shall not be used above shoulder level.
   Employees shall not approach the chain saw operator within the reach of the saw blade while it is in operation.

9. Ropes, pulleys, etc. should be used as necessary to lower larger limbs that may endanger persons and property if allowed to “free-fall”.

11. The proper use of fall protection and/or ladders should be reviewed with all employees before working from a position other than ground level.

FORKLIFT SAFETY (when applicable)

1. Forklifts shall only be operated by authorized persons who have been properly trained in their use. This training should be documented and consistently used with all authorized operators and trainees.

1. The operator is responsible for inspecting the equipment before it is used. The brakes and controls shall also be tested by the operator prior to use. (Needed repairs shall be reported immediately.)

2. Equipment shall be operated at a safe speed for existing conditions. Go slowly around corners. Avoid holes, loose material etc.

4. Seat belts shall be worn when operating a forklift with rollover protection.

5. Clearances shall be checked in all directions, particularly overhead clearances.

6. Forklifts shall not be fueled while the engine is running.

7. Forks shall be placed under the load as far as possible. Loads should not be raised or lowered while traveling. Loaded or empty, forks should be carried as low as possible, but high enough to clear uneven surfaces. (Usually about 6-12 inches on level surfaces.)

8. Operators shall always face the direction of travel and keep their arms and legs inside operator's compartment.

9. Load limits as specified by the manufacturer shall not be exceeded.

10. Do not travel with the load raised as this causes the center of gravity to rise, which may affect the tipping potential.

11. Only the operator shall be allowed on the equipment during operation, unless a seat is provided for another occupant.

12. A secured platform specifically designed for that purpose must be used when lifting personnel.

11. Unattended forklifts (operator 25 feet away or forklift not in his view) shall have the load fully lowered, controls neutralized, power shut off and brakes set.

Equipment with internal combustion engines shall not be operated in enclosed areas for long periods so as not to exceed the allowable levels of carbon monoxide.

BACKHOE / LOADER SAFETY (when applicable)

1. Operators shall be adequately trained and qualified to operate the equipment. The operators shall become thoroughly familiar with the equipment before using it and they must understand the contents of the operator's manual.

2. The operator is responsible for inspecting the equipment before it is used. The brakes and controls shall also be tested by the operator prior to use. (Needed repairs shall be reported immediately.) Observe proper maintenance and repair of all pivot pins, hydraulic cylinders, hoses, snap rings and main attachment bolts daily.

3. Seat belts shall be worn on all equipment with rollover protection.

4. Operators should maintain "three points of contact" with the equipment when entering or exiting. This will allow the operator to regain their balance if a slip occurs.

5. Back-up alarms are a useful warning device and should be used when possible, especially on larger vehicles and equipment that may severely restrict your view to the rear of the vehicle. If an alarm is not present, the operator should honk his horn to warn others of the moving vehicle. Back-up alarms should be operable at all times.

6. Only the operator shall be allowed on the equipment during operation, unless a seat is provided for another occupant.

7. Employees shall never be allowed to ride in the bucket or use the bucket for an elevated platform.

8. Walk around the equipment to observe for children and others before starting up. Consider the use a spotter when backing the equipment.

9. Keep bystanders in the clear while operating the equipment. No one is allowed in a ditch while a backhoe is excavating.

10. Locate underground utility lines and overhead power lines before starting to dig. (Always contact utility companies to physically locate any underground lines.) Do not operate a backhoe within 10 feet of an overhead electrical line. Hand-dig near all known underground utility lines and pipelines.

11. Never attempt to lift loads in excess of the equipment's capacity.

12. Never allow anyone to get under the equipment or reach through the lift arms while the bucket is raised.

13. Relieve the pressure in any hydraulic lines before disconnecting them to make repairs. Any hydraulic implements that are not relieved shall be physically blocked to protect against mashing injuries during maintenance or repair activities. Physical blocks may include safety stands, timbers, cinder blocks, etc. that can withstand the force.

14. Use care at all times to maintain proper stability. Drive at safe speeds over rough ground, on slopes, when crossing ditches and when turning corners.

15. To prevent upsets when operating on a slope avoid using the full reach and swinging a loaded bucket to the downhill side.

16. Always center and raise the boom before moving to a new location.

17. Do not attempt to exit the equipment while it is still in motion. Apply the parking brake and shut down the engine before leaving equipment.

Backhoe/Loader Safety - continued

18. Lubrication activities or mechanical adjustments shall not be attempted while the equipment is running if there is a possibility of contacting a pulley, belt, shaft, etc. that is in motion.

19. Park the equipment on level ground when possible. As a minimum, the bucket should be lowered, the brakes set, the transmission engaged and engine killed when parking.

20. Use care in attaching towing lines to the equipment. Pulling from the tractor rear axle or any point above the axle may cause an accident.

21. Slow moving placards and other warning devices should be used to help other motorists in spotting the slow-moving vehicle from a safe distance.

DUMP TRUCK SAFETY (when applicable)

1. Employees or other individuals shall not be carried in the bed for transportation purposes.

2. Employees shall not remain in the cab when the bed is being loaded unless the cab is protected against impact.

3. Check overhead clearances before raising the bed. Be aware of overhead electrical lines.

1. Be sure hoist is not engaged before moving the truck.

2. Loose material shall be covered to prevent blowing debris and spillage.

3. Close windows during loading/unloading to control dust accumulation inside the cab.

4. Operators of dump trucks must possess a valid Commercial Drivers License.

5. Operators are responsible for cleaning debris, mud, rocks, etc. from the bed, fenders and other body parts that may become dislodged during travel.

6. Back-up alarms are a useful warning device and should be used when possible, especially on larger vehicles and equipment that may severely restrict your view to the rear of the vehicle. If an alarm is not present, the operator should honk his horn to warn others of the moving vehicle. Back-up alarms should be operable at all times.

7. All mirrors should be maintained in clean, good working condition and adjusted to assist the operator in viewing obstructions or other vehicles.

8. Operators should maintain “three points of contact” with the equipment when entering or exiting the cab. This will allow the operator to regain their balance if a slip occurs.

For additional safety information, also see “General Safety Rules for Motor Vehicle and Equipment Operation” section of this manual.

TRACTOR/SHREDDER SAFETY (when applicable)

1. The operator shall wear a securely fastened seat belt if the tractor/shredder is equipped with rollover protection.

2. Guards around chains, shafts, pulleys, gears, etc. shall always remain in place while the equipment is in operation.

3. Use caution when operating near slopes, cuts, depressions, drop-offs, soft shoulders, ditches, etc. Operators shall constantly watch for hidden objects and uneven ground. Hazardous areas shall be pre-cleaned and special hazards removed before mowing.

4. Use care when entering traffic areas, crossing railroad tracks, etc.

5. Operators should maintain “three points of contact” with the equipment when entering or exiting. This will allow the operator to regain their balance if a slip occurs.

6. Back-up alarms are a useful warning device and should be used when possible, especially on larger vehicles and equipment that may severely restrict your view to the rear of the vehicle. If an alarm is not present, the operator should honk his horn to warn others of the moving vehicle. Back-up alarms should be operable at all times.

7. Only the operator shall be allowed on the equipment during operation, unless a seat is provided for another occupant.

8. Lubrication activities or mechanical adjustments shall not be attempted while the equipment is running if there is a possibility of contacting a pulley, belt, shaft, etc. that is in motion.

9. Take sharp turns at low speed.

10. Proper personal protective equipment shall be worn at all times. On a tractor with an uncovered cab, the operator should as a minimum wear safety glasses and hearing protection. Other personal protective equipment such as gloves, face shields, sleeves, boots, etc. should be evaluated for individual jobs. Sunscreen should also be used in areas where the operator may be exposed to sunlight for long periods.

11. Slow-moving placards and other warning devices should be used to help other motorists in spotting the slow-moving vehicle from a safe distance.

GROUNDS MAINTENANCE SAFETY

Power Lawn Mowers and Edgers

1. All power lawn mowers shall be equipped with adequate guards, which shall remain in place while the mower is in use.

2. Prior to making adjustments, inspections, or repairs, the employees shall permit the mower to come to a complete stop. A spark plug wire shall be removed if necessary for energy control.

3. When operating a mower or edger, the employee shall:

    a. Remove any rocks, pieces of wire or other foreign objects from the area.
    b. Avoid directing the discharge opening toward themselves or other individuals in the vicinity.
    c. When mowing on a slope or incline, mow across the face of the slope.
    d. Wear proper personal protective equipment for the task being performed. Necessary personal protective equipment may include safety glasses, goggles, face shields, hearing protection and work boots.

Chippers

1. Chippers shall never be parked directly under the tree being trimmed.

2. If the chipper is parked on or near the roadway, advance warning signs, flaggers, cones, etc. shall be used to identify and protect the work area.

3. Spectators shall never be allowed to stand near the machine while feeding brush into the chipper.

4. Employees shall never place hands or other parts of the body into the brush chipper while the chipper is in operation.

5. The battery cables shall be disconnected before performing any task that may potentially put you in contact with the cutting blades.

6. Tools or other metallic objects shall not be used to push brush into the chipper.

7. The ignition key shall be removed when the chipper is left unattended.

8. Safety glasses and hearing protection will be worn by all employees near the chipper and other personal protective equipment may be necessary depending on the activity. In addition, workers must be aware of entanglement hazards involving loose fitting clothes, gloves, etc.

9. Employees shall be familiar with emergency “shut off” procedures and ensure that the emergency shut-off is operational before use.

POISON IVY, OAK OR SUMAC AWARENESS

1. Sensitivity to these plants can vary and some people who do not appear sensitive may develop a sensitivity on later exposures.

2. Exposures to poison ivy, poison oak or sumac are greatest in the spring and summer months when the oil (urushiol) is most abundant.

3. Onset of the rash is from a few hours to several days after exposure. The skin becomes red, blisters appear, usually accompanied by itching. As symptoms progress, swelling and fever may develop.

4. Common poison ivy can be recognized by its three green, glossy leaflets that turn yellow in the fall.

5. Western poison oak can be recognized by its vine form and three leaflets that are green or brown in color with yellow veins and brownish/yellow stems. In addition, the leaves are covered with hair on the underside and there are groups of hairy, yellowish berries.

6. Poison sumac is recognizable as a woody shrub or small tree, five to twenty five feet tall and containing seven to thirteen leaflets per stem. The leaves turn red in the fall. Poison sumac has cream-colored berries that hang in loose groups from the branches.

7. If you are going to be in areas where you know poison oak or ivy is likely to grow, wear long pants and long sleeves, and if practical, gloves and boots. Your best protection is to identify the plant and avoid contact. For highly sensitive persons, a barrier cream can provide even greater protection.

8. Be aware that the plant's oily resin sticks to almost all surfaces and can even be carried in the wind (on particles of dust) when there is a fire burning.

If you think you have contacted poison ivy, follow these simple procedures:

1. Wash all exposed areas with cold running water as soon as you can. If this is done within five minutes, the water should neutralize or deactivate the urushiol in the plant's oil before it can bond with your skin and create a rash. Soap is not necessary and may even spread the oil.

2. If possible, change clothes. Wash all clothing outside with a water hose before taking it into the work area or home to prevent the oil from being transferred to furniture or rugs. Resinous oils can last on tools and clothing for months unless properly cleaned or laundered.

3. Mild rashes can be treated with lotions and by soaking in an oatmeal bath or covering the rash with wet compresses. Contact a physician for treatment of severe cases or if the irritation is not cleared up in three or four days.

GENERAL PAINTING SAFETY RULES

1. Read and follow the manufacturer's directions carefully when applying any finishing materials, such as lacquer, enamel, paint, etc. If questions arise as to the hazards of the substance, refer to the applicable Material Safety Data Sheet (MSDS).

2. Personal protective equipment, as recommended by the manufacturer, shall be used when applying the products.

3. Any spray painting must be done with an adequate amount of clearance from any potential sources of ignition. When possible, painting should be performed in isolated areas where ignition sources do not exist or are minimal.

4. Proper ventilation and/or adequate respiratory protection must be addressed before any application begins.

5. Any flammable substances, such as paints, thinners, etc., must be stored in proper storage areas or in a UL listed metal storage cabinet.

6. Any flammable substances removed from their original containers shall be stored in UL listed storage containers, if the original container will not meet the requirements.

7. Bond metal containers when transferring flammable liquids, especially those that are known Class I flammable liquids. Refer to Material Safety Data Sheets for flammability information.

8. Use the proper type of respirator at all times when applying toxic paints. If questions arise as to the toxicity of the paint, refer to the applicable Material Safety Data Sheet (MSDS).

9. All employees required to use respirators shall be included in the San Angelo PHA's Respiratory Protection Program and trained on the proper use of the assigned respirator. The employees shall also be made aware of any limitations of the respiratory protection.

10. Never have more than one day's supply of flammable substances outside of an approved storage area.

11. Clean up all spills promptly and in accordance with the requirements on the Material Safety Data Sheet (MSDS).

12. Dispose of oily, paint or solvent-soaked rags in metal containers with tight fitting lids to prevent possible chemical reactions that may result in "spontaneous combustion".

13. Use properly designed and erected ladders, scaffolds, elevated mobile work platforms, etc., when painting above ground level. Do not work or place elevated equipment within 10 feet of power lines.

14. When using spray guns and compressed air:

    - Follow all rules concerning the safe handling of combustible and flammable materials.
    - Exercise caution in the handling of compressed air equipment.
    - Adjust and regulate the air pressure on the spray gun before starting work.
    - Clean the spray gun and other equipment thoroughly after each use.

15. Read and follow the manufacturer's directions carefully when applying any finishing materials, such as lacquer, enamel, paint, etc. If questions arise as to the hazards of the substance, refer to the applicable Material Safety Data Sheet (MSDS).

General Painting Safety Rules - continued

16. Personal protective equipment, as recommended by the manufacturer, shall be worn when applying the products.

17. If a spray booth is available, it should be used whenever possible. All employees should be trained on the use of the booth ventilation system and it should be in operation during every spraying operation.

GENERAL OFFICE SAFETY

1. Employees shall walk cautiously up and down stairs and use handrails whenever possible.

2. Caution shall be exercised when walking around blind corners.

3. Desk drawers and file cabinets shall be kept closed when not in use.

4. Only one drawer of a file cabinet shall be pulled out at a time.

5. Boxes, chairs, buckets, etc. shall not be used in place of ladders.

6. The floor shall be kept clear of tripping hazards such as telephone cords, electrical extension cords, paper cartons, etc.

7. Employees mopping or waxing floors shall place warning signs to alert co-workers of the potential for slippery floors. In addition, all liquid spills shall be cleaned up immediately and signs put in place until the hazard is alleviated.

8. Material shall be stored on shelves in a manner to prevent falling; heavy objects shall be placed on lower shelves.

9. Hallways and aisles shall be kept clear of obstructions.

10. All emergency exits, electrical panels, fire extinguishers, and emergency equipment shall be kept clear of all obstructions.

11. Solvents or other toxic substances shall be used only with adequate personal protection or in well-ventilated areas. Material Safety Data Sheets (MSDS) should be accessible to all employees who are using these substances.

12. Employees shall not attempt to clean, oil or adjust any machine that is running. If the machine is not equipped with a starting switch that can be locked in the “off” position, it shall be disconnected from the power source.

13. Unsafe electrical cords, faulty equipment, or any other hazardous condition shall be reported and taken out of service until the repairs are completed.

14. Broken glass and other sharp objects shall not be placed in wastepaper containers.

ERGONOMICS AWARENESS

Work Stations

Chairs should be easily adjustable and provide good lumbar support. If feet cannot rest firmly on the ground, a footrest may be provided. Chairs with a five-point base are recommended due to the stability that is provided.

Sufficient legroom must be allowed for seated operators.

Position the monitor directly in front of the operator. The operator's eyes should be level with the top of the screen. Viewing distance between the user's eyes and the screen should be approximately 16 to 22 inches.

The equipment or sources of light should be positioned so that glare or bright reflections on the display screen are minimized.

Adjust the height of the chair and/or keyboard so that the shoulder-elbow-arm angle is approximately 70-90 degrees.

Keyboard heights and placement should be adjustable. Use a cushioned palm rest if needed to keep user's hands and fingers in the same plane as the forearm and avoid resting wrists and forearms on sharp table edges.

Work surface heights should range from 23 to 28 inches for seated workstations. In addition, your work area should be well organized with routine operations within easy reach and easily accessible.

Document holders should be placed adjacent to and at the same height as the display screen.

Operators should adjust positions frequently and get up and move around to help avoid fatigue.

Lighting, Noise and Heat

Adequate but not excessive heat should be provided.

Windows should be equipped with adjustable blinds.

Use task lighting where extra illumination is required.

Noise above 85 to 90 decibels (dBA) may be harmful to workers. When exposed to high noise levels, employees shall utilize hearing protection equipment to ensure proper working conditions.

Whenever possible, isolate noisy machines and equipment in a remote location.

Tailor work practices to prevent heat/cold-related disorders. Employees exposed to hot environments must know the appropriate medical steps to counteract potentially life threatening situations such as hypothermia, heat stroke, heat exhaustion, and heat cramps.

Aggressive Animal Awareness

1. Any employees who are likely to encounter an aggressive animal during the performance of their normal duties, such as policemen, firemen, meter readers, utility workers, etc. should be provided basic instructions to protect themselves.

2. Call animal control immediately if you contact an aggressive animal.

3. Clear the area of other people while waiting for animal control. Crowds may scare the animal and cause it to attack.

4. Call for the animal's owner or handler.

5. Do not run away unless you are certain of quickly reaching a place of safety.

6. Back away slowly while continuing to speak in a firm, calm voice.

7. Back against any available object to prevent an attack from the rear if more than one animal is present.

8. If attacked, use a baton, billy club or stick to strike the animal rather than throwing anything at it. Sprays may also be useful as a deterrent if available, but should only be used if you are not downwind and have been made familiar with its use.

9. Do not back an animal into a corner, as this may cause it to attack.