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(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 2000 - 2004
Annual Plan for Fiscal Year 2004

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: Kankakee County Housing Authority

PHA Number: IL039

PHA Fiscal Year Beginning: 07/2004

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:

- ☒ 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:

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

PHA Plan Supporting Documents are available for inspection at:

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

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

A. Mission

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

☒ The PHA's mission is:

- To provide public and assisted housing that is decent, safe, and sanitary.
- To create a climate conducive for human growth and dignity through the effective use of available resources, by providing a qualitative living environment to eligible people within the County of Kankakee, while creating opportunities for an improved quality of life.

B. Goals

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

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers: to better serve our target population.
- ☒ Reduce public housing vacancies: by improving vacant unit turnaround time.
- ☐ Leverage private or other public funds to create additional housing opportunities: the KCHA is investigating additional capital improvement funding sources.
- ☐ Acquire or build units or developments: the KCHA intends to utilize its RHF funding for the development of accessible single family homes.
- ☐ Other (list below)

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score) KCHA intends to raise its PHAS score every year, working toward a "High Performer" designation.
- ☒ Improve voucher management: (SEMAP score) KCHA intends to raise its SEMAP score every year, working toward a "High Performer" designation.
- ☒ Increase customer satisfaction: by identifying needs of the residents and providing enhanced resident services.

- ☒ Concentrate on efforts to improve specific management functions: Through staff recruitment and training, KCHA intends to increase general staff skills in Maintenance, Finance, Modernization, Housing and Operations functions.
- ☒ Renovate or modernize public housing units: through the use of Capital Funds.
- ☒ Demolish or dispose of obsolete public housing: KCHA will demolish one unit located at 300 N. Hobbie Avenue under the de minimis exception.
- ☐ Provide replacement public housing: the KCHA intends to utilize RHF funding for the development of accessible single family homes.
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices
Objectives:

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

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

☒ PHA Goal: Provide an improved living environment
Objectives:

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

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

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

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

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

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

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- ☐ Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2004
[24 CFR Part 903.7]

i. Annual Plan Type:

☐ **Standard Plan**

Streamlined Plan:

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

☒ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]

(Optional)

iii. Annual Plan Table of Contents
[24 CFR Part 903.7 9 (r)]

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Attachments

Required Attachments:

☒	Admissions Policy for Deconcentration	Attachment A
☒	FY 2004 Capital Fund Program Annual Statement	Attachment B
☒	Most recent board-approved operating budget	Attachment C
☒	List of Resident Advisory Board Members	Attachment D
☒	Component 10B: Voluntary Conversion Initial Assessment	Attachment E

Optional Attachments:

☒	PHA Management Organizational Chart	Attachment F
☒	FY 2004 Capital Fund Program 5 Year Action Plan	Attachment G
☐	Public Housing Drug Elimination Program (PHDEP) Plan	
☒	Comments of Resident Advisory Board or Boards	Attachment H
☒	Other	
	Admissions and Continued Occupancy Policy	IL039a03
	Administrative Plan	IL039b03
	Dwelling Lease	IL039c03
	Grievance Procedure	IL039d03
	Pet Policy	IL039e03
	Rent Collection Policy	IL039f03
	Maintenance Plan	IL039g03
	Personnel Policy	hard copy only
	Procurement Policy	hard copy only
	Investment Policy	IL039h03
	Disposition Policy	IL039i03
	Capitalization and Depreciation Policy	IL039j03
	Petty Cash Policy	IL039k03
	Progress Report on Meeting 5 Year Plan and Capital Fund Goals	IL039l03
	FY 1999 Capital Fund Program Annual Statement	IL039m03
	FY 2000 Capital Fund Program Annual Statement & Replacement Housing	IL039n03 and IL039o03
	FY 2001 Capital Fund Program Annual Statement & Replacement Housing	IL039p03 and IL039q03
	FY 2002 Capital Fund Program Annual Statement & Replacement Housing	IL039r03 and IL039s03
	FY 2003 Capital Fund Program Annual Statement & Replacement Housing	IL039t03 and IL039u03

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/*99 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 infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ check here if included in Section 8	Annual Plan: Grievance Procedures

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	Administrative Plan	
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
NA	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
NA	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
NA	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
NA	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
NA	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
NA	Policies governing any Section 8 Homeownership program ☐ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
NA	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
NA	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
NA	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
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

Housing Needs of Families in the Jurisdiction By Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Accessi-bility	Size	Location
Income <= 30% of AMI	1,387	5	4	3	3	NA	NA
Income >30% but <=50% of AMI	3,918	5	4	3	3	NA	NA
Income >50% but <80% of AMI	5,934	4	4	3	3	NA	NA
Elderly	17,608	5	4	3	5	NA	NA
Families with Disabilities	7,273	5	4	3	5	NA	NA
Race/Ethnicity White	84,205	NA	NA	NA	NA	NA	NA
Race/Ethnicity Black	16,651	NA	NA	NA	NA	NA	NA
Race/Ethnicity Other	2,977	NA	NA	NA	NA	NA	NA

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: 2004 (Action Plan)
☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
☐ American Housing Survey data
Indicate year:
☐ Other housing market study
Indicate year:
☒ Other sources:
2000 Census Data for Kankakee County, IL

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

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/sub-jurisdiction:			
	# of families	% of total families	Annual Turnover

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

Housing Needs of Families on the Waiting List			
Waiting list total	174		
Extremely low income <=30% AMI	170	98%	
Very low income (>30% but <=50% AMI)	4	2%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	121	70%	
Elderly families	15 (includes 1 eld/dis)	9%	
Families with Disabilities	38 (includes 1 hand/dis)	22%	
Race/ethnicity (White)	29	17%	
Race/ethnicity (Black)	140	80%	
Race/ethnicity (Hispanic)	5	3%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	56	32%	
2 BR	51	29%	
3 BR	52	30%	
4 BR	10	6%	
5 BR	5	3%	
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

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/sub-jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	585		
Extremely low income <=30% AMI	468	80%	
Very low income (>30% but <=50% AMI)	117	20%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	520	89%	
Elderly families	11 (includes eld/dis)	2%	
Families with Disabilities	54 (includes hand/dis)	9%	
Race/ethnicity (White)	124	21%	
Race/ethnicity (Black)	448	77%	
Race/ethnicity (Amer. Ind.)	4	.68%	
Race/ethnicity (Hispanic)	6	1%	
Race/ethnicity (Other)	3	.51%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			

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

Housing Needs of Families on the Waiting List			
5 BR			
5+ BR			

Is the waiting list closed (select one)? ☐ No ☒ Yes
If yes:
How long has it been closed (# of months)? 16months
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

(1) Strategies
Need: Shortage of affordable housing for all eligible populations

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

☒ 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:

☒ Apply for additional section 8 units should they become available
☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing

☐ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
☐ Other: (list below)

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

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

☐ 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

☐ 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:

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

☐ 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:

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

Strategy 2: Conduct activities to affirmatively further fair housing

☒ 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:

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2004 grants)**		
a) Public Housing Operating Fund	$829,228	
b) Public Housing Capital Fund	$437,963	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
e) Annual Contributions for Section 8 Tenant-Based Assistance	$2,803,075	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
CFP IL06-P039-50103	$243,255	Capital Improvements
3. Public Housing Dwelling Rental Income	$471,480	PH Operations
4. Other income (list below)		
5. Non-federal sources (list below)		
NA		
Total resources	$4,785,001	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing?

☐ When families are within a certain number of being offered a unit:

☒ When families are within a certain time of being offered a unit: upon availability

☐ Other: (describe)

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

☒ 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

a. Which methods does the PHA plan to use to organize its public housing waiting list?

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

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

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

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

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

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?

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

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

(3) Assignment

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

☒ One
☐ Two
☐ Three or More

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

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions?

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

c. Preferences

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

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

Former Federal preferences:

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

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

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

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

Date and Time

Former Federal preferences:
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)

4. Relationship of preferences to income targeting requirements:
☐ The PHA applies preferences within income tiers

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

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing?

☒ 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?

☒ 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?

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

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

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

☐ Other (list policies and developments targeted below)

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

e. If the answer to d was yes, how would you describe these changes?

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

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

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

B. Section 8

(1) Eligibility

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

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

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

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

e. Indicate what kinds of information you share with prospective landlords?
☒ Criminal or drug-related activity
☐ Other (describe below)

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged?

☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance?

☒ 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:

- *Extenuating circumstances, such as hospitalization or family emergency, which has affected the family's ability to find a unit within the 60 day period. Verification is required.*

- *KCHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the KCHA, throughout the initial 60 day period. A completed search record is required.*

- *The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement. The record search is part of the required verification.*

- *If the vacancy rate for rental housing in the jurisdiction is less than5%. Two extensions will be granted automatically on request up to a total of 60 days.*

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

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)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
☐ Date and time of application
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)
☐ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

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

(5) Special Purpose Section 8 Assistance Programs

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

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

(1) Income Based Rent Policies

a. Use of discretionary policies:

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

---or---

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

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent?
☐ $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**:**

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

The family would be evicted as result of the imposition of the minimum rent requirements;

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

A death in the family has occurred; or

Other circumstances as determined by KCHA

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?
☐ For the earned income of a previously unemployed household member

☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

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

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

e. Ceiling rents

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

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

2. For which kinds of developments are ceiling rents in place?

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

3. Select the space or spaces that best describe how you arrive at ceiling rents

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

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent?
☐ Never

☐ At family option
☒ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☐ Other (list below)

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

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability?

☒ 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:

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

a. What is the PHA's payment 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)

b. If the payment standard is lower than FMR, why has the PHA selected this standard?

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

c. If the payment standard is higher than FMR, why has the PHA chosen this level?

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

d. How often are payment standards reevaluated for adequacy?

☒ Annually

☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard?
☒ Success rates of assisted families
☒ Rent burdens of assisted families
☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent?
☐ $0
☐ $1-$25
☒ $26-$50

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)
The family has lost eligibility or is awaiting an eligibility determination for Federal, State or local assistance.

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

The income of the family has decreased because of changed circumstances including loss of employment, death in the family or other circumstances as determined by the PHA or HUD.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

A. PHA Management Structure

☒ An organization chart showing the PHA's management structure and organization is attached.
☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	313	24
Section 8 Vouchers	494	30
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers		
Public Housing Drug		

Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

(1) Public Housing Maintenance and Management:

- *Admissions and Continued Occupancy Policy*
- *Pet Policy*
- *Grievance Procedure*
- *Rent Collection Policy*
- *Maintenance Plan*
- *Procurement Policy*
- *Personnel Policy*
- *Disposition Policy*
- *Capitalization and Depreciation Policy*
- *Investment Policy*
- *Petty Cash Policy*

(2) Section 8 Management:

- *Administrative Plan*

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

A. Public Housing

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

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process?

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

B. Section 8 Tenant-Based Assistance

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

procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes?

☒ PHA main administrative office
☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

A. Capital Fund Activities

(1) Capital Fund Program Annual Statement

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment: Attachment B

-or-

☐ The Capital Fund Program Annual Statement is provided below:

(2) Optional 5-Year Action Plan

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: Attachment G

-or-

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

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

☐ 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)]

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

2. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition ☐ Disposition ☐
3. Application status (select one) Approved ☐ Submitted, pending approval ☐

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

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)]

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

2. Activity Description

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

Designation of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. 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:
5. If approved, will this designation constitute a: ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action ☐ Part of the development ☐ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

2. Activity Description

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

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ 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.)
4. 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
5. 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

See Attachment E

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

See Attachment E

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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

2. Activity Description

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

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Old Fair Park 1b. Development (project) number: IL039-005
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☒ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. 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: (07/01/1973)
5. Number of units affected: 7 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

B. Section 8 Tenant Based Assistance

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

2. Program Description:

a. Size of Program

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

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

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

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

b. PHA established eligibility criteria

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

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☐ Yes ☒ No: Has the PHA has entered into a coop erative 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?

2. Other coordination efforts between the PHA and TANF agency:

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

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

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

b. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2003 Estimate)	Actual Number of Participants (As of: 02/01/04)
Public Housing	NA	NA
Section 8	75	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

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

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies

☒ Informing residents of new policy on admission and reexamination

☐ Actively notifying residents of new policy at times in addition to admission and reexamination.
☐ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other: (list below)

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

See Attachment IL039a01 (Admissions and Continued Occupancy Policy)

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

1. Describe the need for measures to ensure the safety of public housing residents

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

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents?

☐ 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)

1. Which developments are most affected?

All of KCHA’s developments are affected -
IL039-003
IL039-004
IL039-005

IL039-006
IL039-007

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

1. List the crime prevention activities the PHA has undertaken or plans to undertake:

☐ 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:

- *Security cameras at select developments*
- *Police presence at community center*

2. Which developments are most affected?
All of KCHA's developments are affected:
IL039-003
IL039-004
IL039-005
IL039-006
IL039-007

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities:

☐ 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)

1. Which developments are most affected?
All of KCHA's developments are affected:
IL039-003
IL039-004
IL039-005
IL039-006

IL039-007

D. Additional information as required by PHDEP/PHDEP Plan

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

☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 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)]

See Attachment IL039e01

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? *unknown*
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)]

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?

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

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

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

2. If yes, the comments are:

☒ Attached at Attachment H
☐ Provided below:

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

☒ Considered comments, but determined that no changes to the PHA Plan were necessary.
☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:

☐ Other:

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

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

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

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot:

☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☐ Other: (describe)

b. Eligible candidates:

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

c. Eligible voters:

☐ 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

1. Consolidated Plan jurisdiction: *State of Illinois*

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction:

☒ 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)

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

- Planning and Coordination Activities
  - For the last five years, the Consolidated Plan-Action Plan and the Annual Performance Report, documents have been sent in a special mailing to all PHAs in Illinois. PHAs are now part of the regular distribution process for Consolidated Plan documents.
  - PHAs are specifically sent a mailing inviting them to attend the public hearings on the 2004 Consolidated Plan.
  - IHDA Office of Housing and Coordination Services also provided Consolidated Plan /CHAS data to approximately 40 PHAs from its 1995 Consolidated-Regional Data Supplement. The latter provided some 18 tables of housing/income/population data by

county (mostly 1990 Census) which allowed PHAs to access such market and needs data for their jurisdictions for their Agency Plans.

- IHDA took on an additional role of certifying the Consistency of PHA Agency Plans with the State Consolidated Plan (for all PHAs service non-Entitlement areas which are not covered by a local Consolidated Plan) in 1999. To facilitate for better communications, a September 2, 1999 memo was sent out to all PHAs to explain the State's process, and even included IHDA's internal review forms. A similar, updated memo was sent out to all PHAs in 2001 and 2003. IHDA also kept the Illinois Association of Housing Authorities (IAHA) and the Illinois Chapter of the National Association of Housing and Redevelopment Officials (NAHRO) informed of these new procedures by attending targeted meetings of these organizations to make presentations and answer questions about the process to/from PHA officials.
- IHDA will benefit from reviewing the Agency Plans by obtaining information on PHA waiting lists (for both public housing and Section 8 rental assistance) and planned redevelopment activities (e.g. HOPE VI, mixed-income developments, or otherwise). These hopefully will assist IHDA in both its future site and market studies and in future program planning.
- IHDA has provided HUD and PHAs with needed information on its programs regarding proposed PHA purchases/assumptions of mortgages on UDSA-Rural Development – Section 511 Rural Rental Housing Properties located in these PHA jurisdictions.
- Due to increased emphasis on further meeting the housing needs of identified underserved populations, the State (primarily through IHDA) plans to continue expansion of its funding activities with public housing authorities and their non-profit subsidiaries. Besides HOPE VI redevelopments and mixed-finance opportunities (e.g., Trust Fund, LIHTC, HOME funding), IHDA anticipates working with PHAs in the near future on Capital Fund projects including but not limited to bond-financing by using future anticipated grant funding to securitize them, thereby allowing public PHAs to accelerate their Capital Fund redevelopment and rehabilitation, and new construction activities.

- Troubled PHAs – IHDA will be available to meet with PHA officials to discuss areas where it may be able to provide technical assistance to assist in improving its operations to remove this classification. Other relevant State agencies, especially, the Department of Commerce and Economic Opportunity and Department of Human Services, will be invited to participate in a comprehensive team technical assistance effort if warranted. IHDA also reserve the right to potentially involve other PHAs (e.g., high performers) and other technical assistance providers as an option to reaching the same goal of getting the "troubled" designation removed. Specific financial assistance under any of the four Consolidated Plan formula grant programs will currently be considered as any other application competing for limited funds, unless appropriate State agencies deem otherwise and have the latitude or flexibility to consider such funding on a prioritized basis under their current Consolidated Plan and the program's guidelines. All other eligible financial resources and programs will also be reviewed and evaluated as part of the overall technical assistance effort.

- Technical Assistance – IHDA will continue to work with PHAs on an as needed basis to help address their needs for accessing housing technical and financial assistance resources. Recent examples have included the following: a planned PHA workshop on the formation and development of housing non-profits, assistance in referrals for obtaining local PHA market studies, supportive housing workshops, referrals to other funding sources for operations (e.g. Illinois Facilities Fund), State letters of support for HOPE VI applications and similar efforts.

- Related Roles – PHAs are regularly contacted by IHDA or its independent contractors when conducting site and market studies to seek their input on local market conditions and PHA inventory/waiting list vacancies. IHDA also hopes to further involve qualified, interested PHAs in property management roles with IHDA-assisted properties, and sees this as a largely untapped resources for many areas of the state.

D. Other Information Required by HUD

19. Definition of "Substantial Deviation" and Significant Amendment or Modification

[1903.7(r)]:

This Housing Agency defines "substantial deviation" and "significant amendment or modification" as discretionary changes in its plans or policies which fundamentally alter the mission, goals or objectives of the Agency and which require formal approval by the Board of Commissioners.

ATTACHMENTS

Attachment A –
Admissions Policy for Deconcentration

DECONCENTRATION ANALYSIS AND ADMISSIONS POLICY

In accordance with the requirements of the Public Housing Reform Act and 24 CFR 903, the Kankakee County Housing Authority (KCHA) performed an analysis of the income levels of its two (2) general occupancy developments to determine if income disparities exist between the sites. The analysis of available public housing occupancy data as of March 2004, indicates that the average income at all covered developments is $8,647 and the average incomes at KCHA developments are as follows:

Development No.	Development Name	No. of Units	Average Income	Established Income Range (85% - 115%)
IL039-003	Wild Wood	81	$9,055	105%
IL039-007	Evergreen	29	$7,333	85%

As this analysis indicates, none of KCHA's covered developments fall outside of the Established Income Range of 85% to 115% of the PHA-wide average income for all covered developments.

It is the policy of the KCHA to provide for the deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments should there exist a large disparity in average incomes in the future. Toward this end, and to meet future deconcentration goals, KCHA may revise its current Admissions and Continued Occupancy Policy to provide for skipping particular families on its waiting list (s) and/or offering one or more incentives to encourage applicant families and resident families seeking voluntary transfers to consider occupancy in developments which the Authority is attempting to deconcentrate.

Various activities may be used at different times or under different conditions; however, these actions will always be offered in a consistent and nondiscriminatory manner. In no way does KCHA's deconcentration policy establish quotas by development nor does it impose requirements on families to live in a property to which they are not interested.

KCHA will continue to monitor HUD deconcentration regulations and make any necessary adjustments to this Policy as may be determined necessary.

Attachment B –
FY 2004 Capital Fund Program Annual Statement

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

PHA Name: Kankakee County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P039501-04 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

X **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	43,796.00			
3	1408 Management Improvements	87,593.00			
4	1410 Administration	43,796.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	20,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	216,778.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	26,000.00			
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	437,963.00			
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				
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: **Kankakee County Housing Authority**		**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-04 Replacement Housing Factor Grant No:				**Federal FY of Grant: 2004**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-wide	Contribution to Operating Budget	1406	100%	43,796.00				
PHA-wide	Management Improvements: Training, MIS improvements, Communication, Security, Technical Assistance	1408	100%	87,593.00				
PHA-wide	Agency Costs related to MOD		100%	43,796.00				
PHA-wide	Architect and Inspection Fees	1430	100%	20,000.00				
IL39-003, 005, 007	Roof Replacement -- 33 Units	1460	33	99,000.00				
IL39-003, 005, 007	Interior Repairs/Renovations 3 Units (kitchen cabinets, floors, bathroom commodes, sinks, tubs, floors, cabinet fixtures)	1460	3	84,000.00				
IL39-003, 005, 007	Install metal storm doors 113 Units	1460	113	33,778.00				
Community Center	Roof replacement	1470	1	26,000.00				

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

PHA Name: **Kankakee County Housing Authority**	**Grant Type and Number** Capital Fund Program No: : IL06P039501-04 Replacement Housing Factor No:	**Federal FY of Grant:** **2004**

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	6/06			6/08			
IL39-003, 005, 007	6/06			6/08			

Attachment C –
Most Recent Board Approved Operating Budget

Operating Budget

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

OMB Approval No. 2577-0026 (exp. 6/30/200

See page four for instructions and the Public reporting burden statement

a. Type of Submission: [X] Original [ ] Revision No.:

b. Fiscal Year Ending: 06/30/2005

c. No. of months (check one): [X] 12 mo. [ ] Other (specify)

d. Type of HUD assisted project(s):
- 01 [X] PHA/IHA-Owned Rental Housing
- 02 [ ] IHA Owned Mutual Help Homeownership
- 03 [ ] PHA/IHA Leased Rental Housing
- 04 [ ] PHA/IHA Owned Turnkey III Homeownership
- 05 [ ] PHA/IHA Leased Homeownership

e. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)
KANKAKEE COUNTY HOUSING AUTHORITY

f. Address (city, State, zip code)
185 N. St. Joseph
Kankakee, IL 60901

g. ACC Number: C-1009

h. PAS/LOCCS Project No.: IL-039-003-05J

i. HUD Field Office: Chicago, IL

j. No. of Dwelling Units: 313

k. No. of Unit Months Available: 3,756

m. No. of Projects: 4

Line No.	Acct. No.	Description (1)	Actuals Last Fiscal Yr. 2003 PUM (2)	(X) Estimates or Actual Current Budget Yr. 2004 PUM (3)	Requested Budget Estimates: PHA/IHA Estimates PUM (4)	PHA/IHA Estimates Amount (to nearest $10) (5)	HUD Modifications PUM (6)	HUD Modifications Amount (to nearest $10) (7)
		Homebuyers Monthly Payments for:						
010	7710	Operating Expense						
020	7712	Earned Home Payments						
030	7714	Nonroutine Maintenance Reserve						
040	Total	Break-Even Amount (sum of lines 010, 020, and 030)						
050	7716	Excess (or deficit) in Break-Even						
060	7790	Homebuyers Monthly Payments - Contra						
		Operating Receipts						
070	3110	Dwelling Rental	119.94	125.55	122.97	461,880		
080	3120	Excess Utilities						
090	3190	Nondwelling Rental	0.45	0.04				
100	Total	Rental Income (sum of lines 070, 080, and 090)	120.39	125.59	122.97	461,880		
110	3610	Interest on General Fund Investments	0.97	1.14	1.14	4,300		
120	3690	Other Income	27.33	24.82	29.56	111,000		
130	Total	Operating Income, sum of lines 100, 110, and 120)	148.69	151.55	153.67	577,180		
		Operating Expenditures - Administration:						
140	4110	Administrative Salaries	38.24	60.47	51.36	192,900		
150	4130	Legal Expense	22.60	19.95	19.97	75,000		
160	4140	Staff Training	0.38	2.10				
170	4150	Travel	1.00	2.73	2.80	10,500		
180	4170	Accounting Fees	2.07	2.26	2.40	9,000		
190	4171	Auditing Fees		2.78	5.65	21,240		
200	4190	Other Administrative Expenses	17.14	17.83	18.43	69,230		
210	Total	Administrative Expense (sum of line 140 thru line 200)	81.53	106.12	100.60	377,870		
		Tenant Services:						
220	4210	Salaries						
230	4220	Recreation, Publications and Other Services			1.58	5,950		
240	4230	Contract Costs, Training and Other						
250	Total	Tenant Services Expense (sum of lines 220, 230, and 240)			1.58	5,950		
		Utilities:						
260	4310	Water	32.38	31.58	30.28	113,720		
270	4320	Electricity	31.87	33.62	36.75	138,040		
280	4330	Gas	13.38	11.83	18.57	69,740		
290	4340	Fuel						
300	4350	Labor						
310	4390	Other utilities expense						
320	Total	Utilities Expense (sum of 260 thru line 310)	77.61	77.03	85.60	321,500		

Name of PHA/IHA: KANKAKEE COUNTY HOUSING AUTHORITY

Fiscal Year Ending: 06/30/2005

Line No.	Acct. No.	Description (1)	Actuals Last Fiscal Yr. 2003 PUM (2)	(X) Estimates or Actual Current Budget Yr. 2004 PUM (3)	Requested Budget Estimates: PHA/IHA Estimates PUM (4)	PHA/IHA Estimates Amount (to nearest $10) (5)	HUD Modifications PUM (6)	HUD Modifications Amount (to nearest $ (7)
Ordinary Maintenance and Operation:								
330	4410	Labor	67.37	57.87	57.39	215,560		
340	4420	Materials	11.76	12.71	13.31	50,000		
350	4430	Contract Costs	44.13	51.51	45.25	170,000		
360	Total	Ordinary Maintenance & Operation Expense (lines 330 to 350)	123.26	121.89	115.96	435,560		
Protective Services:								
370	4460	Labor						
380	4470	Materials						
390	4480	Contract Costs	8.48		6.39	24,000		
400	Total	Protective Services Expense (sum of lines 370 to 390)	8.48		6.39	24,000		
General Expense:								
410	4510	Insurance	19.52	21.73	27.96	105,000		
420	4520	Payments in Lieu of Taxes LESS 39-6	1.78	2.60	1.12	4,190		
430	4530	Terminal Leave Payments		2.66				
440	4540	Employee Benefit Contributions	48.80	50.80	42.85	160,930		
450	4570	Collection Losses	2.48		6.12	23,000		
460	4590	Other General Expense	0.10					
470	Total	General Expense (sum of lines 410 to 460)	72.78	77.99	78.04	293,120		
480	Total	Routine Expense (sum of lines 210, 250, 320, 360, 400, & 470)	363.76	385.03	388.18	1,458,000		
Rent for Leased Dwellings:								
490	4710	Rents to Owners of Leased Dwellings						
500	Total	Operating Expense (sum of lines 480 and 490)	363.76	385.03	388.18	1,458,000		
Nonroutine Expenditures:		Casualty Losses	0.37					
510	4610	Extraordinary Maintenance						
520	7520	Replacement of Nonexpendable Equipment	0.58					
530	7540	Property Betterments and Additions						
540	Total	Nonroutine Expenditures (sum of lines 510, 520, and 530)	0.95					
550	Total	Operating Expenditures (sum of lines 500 and 540)	364.71	385.03	388.18	1,458,000		
Prior Year Adjustments:								
560	5010	Prior Year Adjustments Affecting Residual Receipts						
Other Expenditures:								
570		Deficiency in Residual Receipts at End of Preceding Fiscal Yr						
580	Total	Operating Expenditures, including prior year adjustments and other expenditures (line 550 plus or minus line 560 plus line 570)	364.71	385.03	388.18	1,458,000		
590		Residual Receipts (or Deficit) before HUD Contributions and provision for operating reserve (line 130 minus line 580)	(216.02)	(233.48)	(234.51)	(880,820)		
HUD Contributions:								
600	8010	Basic Annual Contribution Earned-Leased Projects:Current Yr.						
610	8011	Prior Year Adjustments-(Debit) Credit						
620	Total	Basic Annual contribution (line 600 plus or minus line 610)						
630	8020	Contributions Earned-Op. Sub.-Cur. Yr.(before year-end adj)	224.09	217.15	237.06	890,380		
640		Mandatory PFS Adjustments (net):						
650		Other (specify):						
660		Other (specify):						
670		Total Year-end Adjustments/Other (plus/minus lines 640 - 660)						
680	8020	Total Operating Subsidy-current yr(line 630 plus/minus line 670)	224.09	217.15	237.06	890,380		
690	Total	HUD Contributions (sum of lines 620 and 680)	224.09	217.15	237.06	890,380		
700		Residual Receipts (or Deficit) (sum of line 590 plus line 690) Enter here and on line 810	8.07	(16.33)	2.55	9,560		

Name of PHA/IHA	Fiscal Year Ending
KANKAKEE COUNTY HOUSING AUTHORITY	06/30/2005

		Operating Reserve	PHA/IHA Estimates	HUD Modifications
		Part I - Maximum Operating Reserve - End of Current Budget Year		
740	2821	PHA / IHA-Leased Housing - Section 23 or 10(c) 50% of Line 480, column 5, form HUD-52564		

		Part II - Provision for and Estimated or Actual Operating Reserve at Fiscal Year End			
780		Operating Reserve at End of Previous Fiscal Year - Actual for FYE (date):	06/30/03	758,277	
790		Provision for Operating Reserve - Current Budget Year (check one) [X] Estimated for FYE [ ] Actual for FYE	06/30/04	(66,524)	
800		Operating Reserve at End of Current Budget Year (check one) [X] Estimated for FYE [ ] Actual for FYE	06/30/04	691,753	
810		Provision for Operating Reserve - Requested Budget Year Estimated for FYE Enter Amount from line 700	06/30/05	9,560	
820		Operating Reserve at End of Requested Budget Year Estimated for FYE Sum of lines 800 and 810) 96%		701,313	
830		Cash Reserve Requirement- 50% of line 480		729,000	

Comments:

PHA / IHA Approval

Name: Randy McGill

Title: Acting Executive Director

Signature: Randy McGill Date: 3/29/04

Field Office Approval

Name: _____

Title: _____

Signature: _____ Date: _____

Attachment D –
List of Resident Advisory Board Members

Kankakee County Housing Authority

Resident Advisory Board Members

Public Housing:

1. Mr. Terry Theis	Azzarelli Highrise
2. Mr. Ted Chandler	Midtown Towers
3. Ms. Carolyn DeLoach	Family Units

Section 8:

1. Ms. Charlene Ashley, 7283 E. First Street, St. Anne, IL 60964
2. Ms. Dionne Monroe, 390 S. Hillcrest, Kankakee, IL 60901

Attachment E –
Component 10B: Voluntary Conversion Initial Assessment
Component 10C: Required Conversion of Developments

COMPONENT 10 (B) VOLUNTARY CONVERSION INITIAL ASSESSMENT

a. How many of the PHA's developments are subject to the Required Initial Assessment?

Two (2) of KCHA's five (5) developments are general occupancy developments and subject to the required initial assessment:

1. IL039-003 – Wildwood, 81 units; and
2. IL039-007 – Evergreen, 29 units

b. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)?

Three (3) of KCHA's five (5) developments are exempt from the required initial assessment because they are not general occupancy developments:

1. IL039-004 – Azzarelli High Rise, 100 units (Elderly/Disabled)
2. IL039-005 – Old Fair Park, 7 units (Homeownership Units)
3. IL039-006 – Midtown Towers, 100 units (Elderly/Disabled)

b. How many Assessments were conducted for the PHA's covered developments?

KCHA completed an initial assessment for both of the qualified general occupancy developments.

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

Development Name	Number of Units

Based on these initial assessments, KCHA determined that none of general occupancy developments are appropriate for voluntary conversion under Section 22 (b)(2).

b. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments: NA

COMPONENT 10 (C) REQUIRED CONVERSION OF DEVELOPMENTS FROM PUBLIC HOUSING STOCK

In accordance with 24 CFR 972 Subpart A and the Final Rule published in the Federal Register on September 17, 2003, *Required Conversion of Developments From Public Housing Stock*, based on an annual review of the KCHA's public housing developments, the following information is incorporated into the FY 2003 PHA Plan:

- KCHA's low-rent public housing inventory consists of the following five developments:

IL039-003	Wildwood	81 units	Family
IL039-004	Azzarelli High Rise	100 units	Mixed
IL039-005	Old Fair Park	7 units	Homeownership
IL039-006	Midtown Towers	100 units	Mixed
IL039-007	Evergreen	29 units	Family

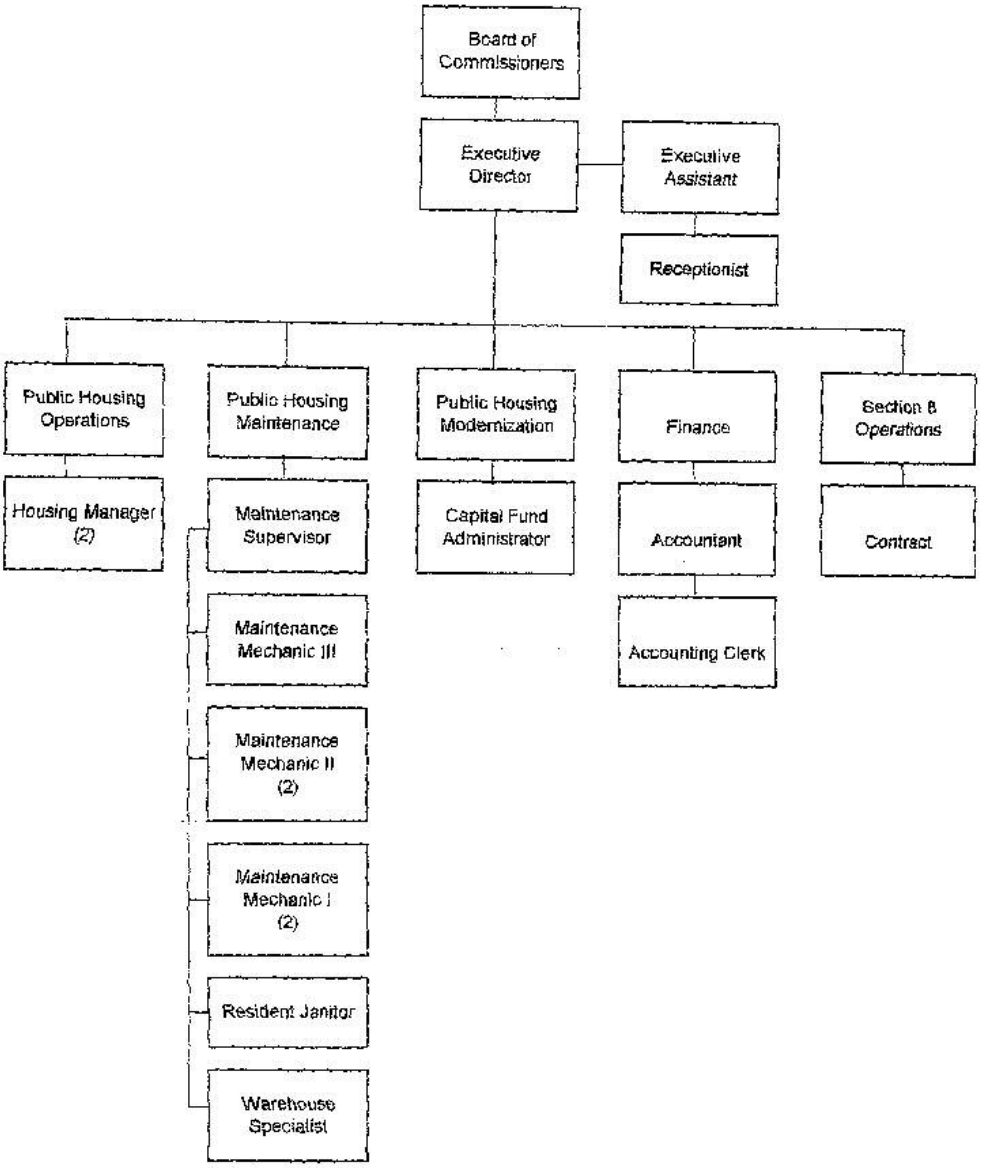
- Of KCHA's total inventory, only two developments are categorized as general occupancy (family) developments:
  a. IL039-003, Wildwood
  b. IL039-007, Evergreen

- Of KCHA's general occupancy developments, none have 250 or more dwellings units.

Based on this review, KCHA concludes that none of its developments are subject to required conversion because they do not meet preliminary criteria of being general occupancy developments of 250 or more dwelling unit.

Attachment F –
PHA Management Organizational Chart

Kankakee County Housing Authority
Organization Chart



Attachment G –
FY 2004 Capital Fund Program Action Plan

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name: Kankakee County Housing Authority				X Original 5-Year Plan ☐ Revision No:	
Development Number/Name/HA-Wide	Year 1 2004	Work Statement for Year 2 FFY Grant: 2005 PHA FY: 2005	Work Statement for Year 3 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 4 FFY Grant: 2007 PHA FY: 2007	Work Statement for Year 5 FFY Grant: 2008 PHA FY: 2008
IL39-003, 005, 007	Annual Statement	119,098.00	196,000.00	140,000.00	127,778.00
IL39-004, 006			34,000.00		95,000.00
PHA-Wide		43,680.00	12,778.00	102,778.00	
Admin Building		80,000.00			20,000.00
PHA-Wide		195,185.00	195,185.00	195,185.00	195,185.00
CFP Funds Listed for 5-year planning		437,963.00	437,963.00	437,963.00	437,963.00
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year: 2 FFY Grant: 2005 PHA FY: 2005			Activities for Year: 3 FFY Grant: 2006 PHA FY: 2006		
FFY 2004	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	IL39-003, 005, 007	Remove Mold	3,500.00	IL39-003, 005, 007	Interior/Exterior repairs and renovations (work scope varies at each site)	196,000.00
Annual	IL39-003, 005, 007	Interior/Exterior repairs and renovations (work scope varies at each site)	112,000.00	IL39-004, 006	Upgrade handicapped units for 504 compliance	34,000.00
Statement	IL39-003, 005, 007	Furnaces and hot water heaters	3,598.00	PHA-Wide	Repair parking lots and sidewalks	10,000.00
	PHA-Wide	Repair parking lots and sidewalks	12,000.00	PHA-Wide	Range hoods	2,778.00
	PHA-Wide	Install hard-wire smoke detectors	22,200.00	PHA-Wide	Operations	43,796.00
	PHA-Wide	Ranges, range hoods and refrigerators	9,480.00	PHA-Wide	Management Improvements	87,593.00
	Admin Building	Repair walls and ceilings	52,000.00	PHA-Wide	Administration	43,796.00
	Admin Building	Retrofit restrooms – 504 compliance	28,000.00	PHA-Wide	Fees and Costs	20,000.00
	PHA-Wide	Operations	43,796.00			
	PHA-Wide	Management Improvements	87,593.00			
	PHA-Wide	Administration	43,796.00			
	PHA-Wide	Fees and Costs	20,000.00			
Total CFP Estimated Cost			$ 437,963.00			$ 437,963.00

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

Activities for Year: 4 FFY Grant: 2007 PHA FY: 2007			Activities for Year: 5 FFY Grant: 2008 PHA FY: 2008		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
IL39-003, 005, 007	Interior/Exterior repairs and renovations (work scope varies at each site)	140,000.00	IL39-003, 005, 007	Interior/Exterior repairs and renovations (work scope varies at each site); 504 compliance	127,778.00
PHA-Wide	Upgrade handicapped units for 504 compliance	68,000.00	IL39-004, 006	Interior/Exterior repairs and renovations (work scope varies at each site); 504 compliance	95,000.00
PHA-Wide	Retrofit units for 504 compliance	30,000.00	Admin Building	Repairs / renovations	20,000.00
PHA-Wide	Ranges, range hoods, refrigerators	4,778.00	PHA-Wide	Operations	43,796.00
PHA-Wide	Operations	43,796.00	PHA-Wide	Management Improvements	87,593.00
PHA-Wide	Management Improvements	87,593.00	PHA-Wide	Administration	43,796.00
PHA-Wide	Administration	43,796.00	PHA-Wide	Fees and Costs	20,000.00
PHA-Wide	Fees and Costs	20,000.00			
Total CFP Estimated Cost		$ 437,963.00			$ 437,963.00

Attachment H –
Resident Advisory Board Meeting Minutes

Kankakee County Housing Authority
Minutes of the Resident Advisory Board Meeting
Annual Plans 2003 and 2004
May 5, 2004

In Attendance:

Terry Theis, President, Azzarelli Tenants Association
Giene Fieten, accompanied Mr. Theis
Ted Chandler, President, Midtown Towers Association
Charlene Ashley, Section 8 Representative
Dionne Monroe, Section 8 Representative
Carolyn DeLoach, Family Sites Representative
Elaine Ostrowski, Board Advisor
Randy McGill, Acting Executive Director

Meeting was called to order at 6:00 p.m. with all present except Dionne Monroe and Carolyn DeLoach. Both had called and informed us they were running late because of job commitments.

Elaine Ostrowski began the meeting by explaining the process of the annual and 5-year Agency Plans. She stated we were required to have a plan per HUD regulations. Ostrowski added that this year, there were two plans to approve, the 2003 and 2004. The KCHA had not submitted these plans on time for approval. This was a catch up for both plans to get them approved. Funding for certain programs had been held up (e.g. Capital Funds) since HUD had not approved the Agency Plans. The Annual Plan is exactly what it is called; an Annual Plan prepared each year for the current year describing what the agency plans on doing with Capital Funds, operation and budgets, dwellings, etc. The plan is open for public comment with a Public Hearing on May 17, 2004, followed by Board approval. She stated that the input from the Resident Advisory Board would become part of the plan. From the input from the Resident Advisory Board (RAB) and the public, the KCHA Board of Commissioners will deliberate and make decisions as whether to incorporate changes or to approve it as presented.

At this time, Ostrowski walked everyone through the 2003 annual plan, explaining the various sections and what each contained and meant. She stated that the 2004 plan was similar since the two plans are being done together. She also had updates for each participant as to revisions, which had occurred from reviews during the previous weeks. In the attachment section of the plan, Ostrowski explained the required attachments, as well as the optional attachments.

On the section of PHA Rent Determination Policies, Ms. Monroe stated that residents want to know income limits and asked how these are communicated. Ms. Ashley stated that she knows of people that would like to apply and are not sure if they meet the qualifications. Ostrowski explained the process of posting these in each of the buildings and their offices. She added that these limits were published by HUD each year and the KCHA Housing Managers

would post the new ones. At this time, several of the RAB commented on the fact that more communication was need with the Housing Managers. The RAB felt that this would be an avenue to express concerns and needs to the KCHA. Randy McGill added that the Housing Manager, Kimberly Gordon, was working with the two high rise tenant organizations to be available for their meetings, as well as her offices would be in each of the high rise buildings, and she would make herself available during the day to meet individually with the tenants should they request. Mr. Theis stated that some of the elderly tenants did not understand the recertification process and that more time might be spent with each one of them to clearly define the process and changes, which may occur, especially in rent changes. The feeling was that they might be having a hard time reading and understanding the paperwork. It was agreed that this would be done.

At this point, Mr. Chandler asked if it would be appropriate to ask about tenant admissions in regards to background checks. He wanted to know does the KCHA do this? Ostrowski stated yes and explained this was part of the admissions policy. Mr. Chandler asked if it was OK to communicate and notify the Housing Authority of criminal activity that the tenants observe. Both Ostrowski and McGill encouraged this. McGill stated that the KCHA had signed the Policing Agreement with the City of Kankakee and that they have permission to come on the KCHA properties. Any feedback from the tenants would greatly help the KCHA.

The plan review continued with the Section 8 Administrative Plan. Ms. Monroe questioned the deconcentration plan. How is this accomplished? Ostrowski stated the KCHA as part of the plan has requested a consultant to study the concentration issue. She stated that the tenant could begin this process by finding a place to live outside any known areas of poverty concentration. The tenant would need to notify the KCHA of the plan of moving and normal procedures of moving to a new unit would take place. The KCHA and HUD encourage this process.

Ms. Ostrowski stated the ACOP had been revised. The committee requested a copy of the ACOP when finally approved. Ms. DeLoach had joined the meeting by now and asked if the rules were the same as what the KCHA currently had. Ostrowski stated some were, and explained the changes. Ms. DeLoach stated that the RAB meeting was very informative, and the rest of the committee agreed. All felt they learned a lot.

At the conclusion of the discussion, all members indicated they were in agreement with all they read and had no changes to recommend. They said they looked forward to continued improvement of the Agency. Mr. Chandler said he had observed improvement in the agency over that last few months.

The meeting was adjourned approximately 8:45 p.m.

KANKAKEE COUNTY HOUSING AUTHORITY
185 NORTH ST. JOSEPH STREET
KANKAKEE, IL 60901

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Adopted:

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POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

I. GENERAL STATEMENT OF MISSION, NONDISCRIMINATION AND PRIVACY

It is the intent of the Kankakee County Housing Authority (hereinafter referred to as KCHA) to provide safe, decent housing for eligible lower income tenants and families and to promote self-sufficiency and economic independence. KCHA will not discriminate because of race, color, gender, sexual preference, religion, age, disability, ancestry, national origin, marital status, family composition or lawful source of income in the leasing, rental, or other disposition of housing or related facilities (including property) included in any housing development(s) under its jurisdiction covered by a contract for annual contribution under the United States Housing Act of 1937, as amended or with the State of Illinois or in the use or occupancy thereof.

It is the policy of KCHA to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968, amended by the Community Development Act of 1974, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act**,** and any other legislation protecting the individual rights of tenants, applicants, or staff, which may subsequently be enacted.

KCHA shall not automatically deny admission to any particular group or category of otherwise eligible families nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied and information considered in administering this policy shall relate solely to the attributes and behavior of the individual members of the household.

It is also the policy of KCHA to guard the privacy of individuals in accordance with the Privacy Act of 1974, and to ensure the protection of individuals' records maintained by KCHA. Therefore, KCHA shall not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. This privacy policy in no way limits KCHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy.

KCHA is committed to identifying and eliminating situations, which create barriers to equal housing for all. In accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended, KCHA will make such procedural, administrative, location, or physical changes as will reasonably accommodate persons with disabilities and which do not impose an unreasonable burden either administratively or financially on KCHA.

II. ELIGIBILITY FOR ADMISSION

A. Criteria for Eligibility

It is the policy of KCHA to admit to public housing only eligible applicant families according to the following criteria:

1. Those who qualify as a family, single person, elderly person, near-elderly person, displaced family or remaining adult member of a tenant family (see Appendix B-Glossary of Terms).

2. Those families whose annual income at the time of admission does not exceed the income limits or guidelines as prescribed by HUD for federally assisted housing. A copy of the most current income limits or guidelines shall be conspicuously posted at KCHA locations.

3. Those families whose members age 6 or older have been issued a Social Security Number (SSN) which has been disclosed to the satisfaction of KCHA. Where a SSN has not been assigned, certification to that effect must be executed.

4. Those families whose members are U.S. Citizens or non-citizens who have eligible immigration status.

5. Those families whose household composition is appropriate for the housing types and unit sizes available in KCHA developments in accordance with the occupancy standards outlined herein.

6. Those families who meet or exceed the tenant selection criteria outlined in this Policy.

B. Criteria for Ineligibility

It is the policy of KCHA to prohibit admission to public housing ineligible applicant families according to the following criteria:

1. Those who maintain another residence in addition to a KCHA unit.

2. Those families whose members have committed fraud in connection with any Federal Housing Assistance program.

3. Those families whose members KCHA determines are illegally using a controlled substance.

4. Those families whose members have been evicted from federally assisted housing because of drug-related criminal activity for a three-year period prior to the date of admission (see Appendix B—Glossary of Terms).

5. Those families whose members are currently engaging in or have engaged in drug-related criminal activity, violent crime-related activity or other criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents, during a period of three (3) years prior to the date of admission (see Appendix B—Glossary of Terms).

6. Those families whose members exhibit alcohol abuse or a pattern of alcohol abuse that KCHA determines will threaten the health, safety or right to peaceful enjoyment of the premises by other residents, during a period of three (3) years prior to the date of admission (see Appendix B—Glossary of Terms).

7. Those families whose members have been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a federally assisted housing project. These families are denied admission for life.

8. Those families who include any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

C. Waiver of Criteria for Ineligibility for Drug-Related Activity and/or Alcohol Abuse

KCHA may at its sole discretion waive the criteria for ineligibility for drug-related activities and/or alcohol abuse if the family members demonstrate to the satisfaction of KCHA that:

1. The member is no longer engaging in illegal use of a controlled substance or abuse of alcohol; and

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

3. has otherwise been rehabilitated successfully; or

4. is participating in a supervised drug or alcohol rehabilitation program, as verified by an authority from such program.

D. Eligibility Restrictions Regarding Non-citizens

1. As required by HUD (24 CFR 5 subpart E), eligibility for assistance or continued assistance under a Section 214 program, such as public housing, is contingent upon a family's submission of documentation either declaring U.S. citizenship or eligible immigration status. KCHA will require both current tenants and applicants to submit the required citizenship or eligible immigration documentation for every household member in order to receive or continue to receive housing assistance. Documentation will be required of all new admissions at the time an application is processed by KCHA. Any current

tenant who has not already provided documentation will be required to document citizenship or immigration status at the next reexamination. It is necessary to provide this information only one time for each family member during continued occupancy at KCHA. Whenever a new family member is added, documentation must be provided before the new member can be added to the lease.

2. Proof of citizenship will take the following form:

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

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

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

      (i) sign a declaration of eligible immigration status;

      (ii) provide documents, such as Alien Registration Receipt Card, Arrival/Departure Record, Temporary Resident Card, Immigration and Naturalization Service (INS) receipt in the event of any lost or missing cards listed above; and

      (iii) sign a verification consent form.

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

4. KCHA may not make assistance available to a family submitting an application until at least the eligibility of one family member has been established, and assistance must be prorated based on the number of individuals in the family for whom eligibility has been affirmatively established.

5. KCHA may not delay, deny, reduce or terminate eligibility of an individual for assistance on the basis of the immigration status of the individual. The family

will not be penalized for delays on the part of those entities, which must verify eligible immigration status.

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

7. KCHA is required to suspend assistance to a family for a period of at least 24 months if it is determined that the family has knowingly permitted an ineligible individual to reside on a permanent basis in the family's unit. This provision does not apply if the ineligible individual has already been considered in calculating any proration of assistance for the family.

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

9. Any applicant or resident family affected by these provisions has the right to a formal appeal provided the family notifies KCHA within 30 days of the action or decision the family wishes to appeal. All appeals will be conducted in accordance with the provisions of KCHA's Informal Review or Grievance Procedure, whichever is applicable.

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

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

12. Families that no longer qualify for housing assistance due to their citizenship status may apply for prorated assistance to decrease the level of housing assistance provided to the household based on the ratio of eligible and ineligible persons in the household.

13. Rental housing assistance is prohibited to non-citizen students and their families. None of the provisions of the rules related to prorated assistance, continued assistance, or temporary deferral of termination of assistance applies to non-citizen students. This prohibition does not include a citizen's spouse and their children.

E. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide

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

1. The live-in aide must submit information as requested and be reviewed by KCHA staff for eligibility under applicable selection criteria listed below. If KCHA determines an individual proposed as a live-in aide to be ineligible, the tenant or applicant may propose an alternate live-in aide for screening or may appeal KCHA's determination as provided in the Informal Review Procedure (Appendix A).

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

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

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

F. Tenant Selection Criteria

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

   a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

   b. to care for and avoid damaging the unit and common areas;

   c. to use facilities and equipment in a reasonable way;

   d. not to create health or safety hazards, and to report maintenance needs;

e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

f. not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff; and not to engage in drug-related activity; and

g. to comply with necessary and reasonable rules and program requirements of HUD and KCHA

2. KCHA will verify applicant's ability to comply with essential lease requirements. 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. The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

   a. interfere with other tenants in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety or welfare;

   b. adversely affect the physical environment or financial stability of the project;

   c. violate the terms and conditions of the lease;

   d. require services from KCHA staff that would alter the fundamental nature of KCHA's program.

3. Payment of funds owed to KCHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. KCHA will reject an applicant for unpaid balances owed KCHA by the applicant for any program that KCHA operates. KCHA expects these balances to be paid in full (either in a lump sum or over time while on the waiting list) before initiating the full screening process. KCHA will not make offers to families who owe back balances.

G. <u>Verification of Final Eligibility Determination</u>

Each applicant household shall be required to provide all documentation, information and authorizations necessary to enable KCHA to verify the applicant's income eligibility, household composition and conformance to KCHA's tenant selection criteria.

1. The applicant will be given a reasonable time (not to exceed 5 days), subject to the circumstances, to furnish required documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by KCHA staff and documented, in writing, and placed in the applicant file.

2. Documentation may be required for any or all household members. Verification shall be from third party sources whenever possible. When KCHA has determined that third party verification is not possible, it will attempt obtain other HUD acceptable forms of verification, i.e. telephone verification, tax returns and check stubs, etc. When KCHA and tenant household have made all reasonable efforts to obtain third party written verification, documents obtained from the tenant and photocopied are an acceptable form of verification, when not prohibited by law. If photocopying is prohibited by law, KCHA staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. Oral third party verifications are also acceptable, if properly documented.

3. Each applicant household shall have an interview with a member of KCHA staff using an interview checklist. Every adult member of the applicant household should be present at the office visit except if there are extenuating circumstances.

4. KCHA shall require the applicant to:

    a. sign all forms necessary to determine eligibility and suitability;

    b. provide verification of income, assets, exclusions and deductions from income;

    c. provide verification of family size, age and relationship, including birth certificates for all household members.

    d. provide a valid driver's license or State of Illinois identification card for head of household and any co-head applicant.

    e. disclose the social security numbers of all family members six (6) years of age and older and present social security cards or appropriate documentation for each household member;

    f. provide citizenship information;

    g. provide the names and addresses of the applicant's current and previous landlords for the past five (5) years (or longer if needed to get a minimum of two prior landlords);

h. provide the most recent six (6) month rent receipts where appropriate;

i. provide any other information KCHA determines is necessary to determine eligibility for housing at KCHA.

5. KCHA will use the following additional sources of information for further verification of tenant eligibility:

   a. Home visits. KCHA staff will perform a home visit for all applicants. The purpose of the home visit is to obtain information to be used in determining whether the applicant household meets certain of KCHA's tenant selection criteria. Applicants will be given advance verbal notice of the home visit. If the results of the home visit indicate tenant-caused health or safety hazards, tenant-caused damages, or housekeeping practices leading to infestation by pests or other tenant-caused conditions or practices which would diminish the applicant's ability to meet KCHA's lease obligations, the applicant household will be considered to have failed KCHA's tenant selection criteria.

   b. Police and Court Records Check. KCHA will obtain police and court records for all adult members of the applicant family for evidence of behavior which is relevant to the tenant selection criteria outlined herein.

   c. Credit Reports. KCHA may obtain credit reports on all adult family members to determine the household's history of meeting financial obligations, especially rent and utilities. Lack of credit history will not, in itself, cause an applicant to fail this criteria.

6. All verifications and documentation received by KCHA for use in the determination of eligibility for housing at KCHA, will be analyzed by staff and a determination made with respect to:

   a. Eligibility of the applicant family based on the requirements outlined in Chapter II of this policy;

   b. Housing type and unit size requirements.

7. Applicants determined to be ineligible for housing at KCHA will be promptly notified and will receive a Notice of Ineligibility from KCHA stating the basis for this determination and the time frame to submit the written hearing request. KCHA will provide such applicants with the opportunity for informal review of the decision in accordance with the HUD regulations and the procedure for informal hearing contained in Appendix A of this Policy.

8. Applicants who receive a Notice of Ineligibility will be considered ineligible for housing at KCHA for a period of one (1) year from the Notice of Ineligibility and will be removed from the waiting list. After the one-year period, these applicants may reapply for housing, subject to all conditions outlined herein and provided the waiting list is open.

9. KCHA shall maintain a record of all applicants determined ineligible for a period of three (3) years as a result of the failure to meet its tenant selection criteria, with an indication of the specific reason(s) for the determination of ineligibility.

10. Applicants with disabilities who have been determined to be eligible but who fail the tenant selection criteria will have their cases examined by KCHA to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the selection criteria outlined herein.

11. If during the final eligibility determination, or at any other time prior to placement, it is determined that the family's qualification for a certain bedroom size has changed, the family's application shall be placed on the waiting list for the appropriate bedroom size based on the original date of the family's pre-application.

III. APPLICATION FOR ADMISSION

A. Application Intake

KCHA will accept applications for admission to its public housing program at its main office located at 185 North St. Joseph Avenue, Kankakee when the waiting list is open, and only during publicly announced time periods during which all interested persons may apply for admission.

KCHA maintains one community-wide waiting list for all of its public housing developments. The waiting list will be maintained centrally at its main office located at 185 North St. Joseph Avenue, Kankakee. When an applicant's name reaches the top of the waiting list and they are determined eligible and pass KCHA's tenant selection criteria, they will be made an offer of housing.

Individuals with documented disabilities that may prevent them from completing an application may contact KCHA to make special arrangements for completing the housing application. KCHA will make reasonable accommodation to ensure all applicants have the opportunity to complete the housing application.

When the number of applicants who can be served within a reasonable period of time is reached, the waiting list may be closed by unit size and/or housing type. Notice of

opening and closing of the waiting list shall be made in a newspaper of general circulation and announced by other suitable means.

B. Criteria for Placement on Waiting List

Eligible applicants will be placed on the waiting list according to:

1. Date and time of application
2. Unit size/type needed

Federal regulations no longer give preference to elderly, disabled, or displaced families over other single persons in federal housing programs.

C. Maintaining an Active Waiting List

The pool of active applicants will be kept current by requiring each applicant to inform KCHA at least once annually of continued interest. KCHA will send a notice to the applicant, requiring the applicant to indicate continued interest and any updated information, such as change of address or household information within ten (10) days. If the applicant fails to respond within that time frame, the applicant's name will be removed from the waiting list.

D. Responsibility to Report Changes

Applicants on the waiting list must also report to KCHA any changes in income, family composition, address or any other information provided on the preliminary application within ten (10) days of the change. Any such changes could affect the applicant's status or eligibility for housing. Any applicant who knowingly provides false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.

E. Removal from the Waiting List

An applicant may withdraw an application at any time. A withdrawn application cannot be reactivated and the applicant who has withdrawn an application shall be required to reapply when the waiting list is open. Any applicant removed from the waiting list by KCHA will be notified in writing of the reason(s) for which the application is being removed. Such notification shall inform the applicant of his/her right to an informal review (see Appendix A) of the determination, the time frame for requesting the informal review, and will be made part of the application record. KCHA will provide the applicant, upon written request and within a reasonable time frame an opportunity for an informal review of the determination of removal from the waiting list.

F. Record Keeping

KCHA will keep a copy of each application received. For each applicant, KCHA will document its determination that the applicant is eligible and meets tenant selection standards, or is ineligible and does not meet tenant selection standards, or is removed from the waiting list for any other reason.

KCHA will also maintain a record of the dwelling unit(s) offered to an eligible applicant, including the location, date, and circumstances of the offer and its acceptance or rejection. A copy of each application will become a part of a tenant's file during participation in the program. Inactive files will be maintained for a minimum of three (3) years from the date of final action. Waiting list information will include race or ethnic designation of head of household.

G. Eligibility Determinations

Applicants will be placed on the waiting list based on information provided on the preliminary application form.

1. KCHA shall utilize a preliminary application form (pre-application). The purpose of the pre-application is to permit KCHA to assess family eligibility or ineligibility and to determine placement on the waiting list. Duplicate pre-applications, including applications from a segment of an applicant household, will not be accepted. Ineligible applicants or incomplete applications from applicants will not be placed on the waiting list.

   Incomplete applications will be returned to the applicant with a list of missing and/or deficient items.

2. If an applicant is determined to be ineligible for placement on the waiting list based on the information provided in the pre-application, KCHA will notify the applicant in writing, state the reasons, and inform the applicant of his/her right to an informal review (see Appendix A).

3. When staff estimate that a unit will become available for eligible applicants within a reasonable time frame, applicants in waiting list order will be invited to attend an interview and submit an application for final eligibility for housing, after which the formal verification process and tenant selection process will commence as described in Chapter II of this policy.

IV. SELECTION FROM THE WAITING LIST

A. Overview

Eligible applicants will be selected from the waiting list according to date and time of application, unit size and type required.

B. Income Targeting

In each fiscal year, per HUD regulations, KCHA shall reserve forty percent (40%) of its new admissions for families who are extremely low income. An extremely low-income family is one whose annual income does not exceed thirty percent (30%) of area median income of KCHA's jurisdiction. The goal shall be forty percent (40%) of new admissions.

The intent of these Income Targeting requirements is to maintain a tenant body in each of KCHA's federal developments composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families within Kankakee County.

KCHA will monitor admissions to its public housing units at the end of each quarter throughout the fiscal year. If, at the end of any quarter, extremely low-income families make up less than forty percent (40%) of admissions for the fiscal year to date, KCHA will give priority to extremely low-income families until extremely low-income admissions again make up forty percent (40%) of admissions. Giving priority to extremely low-income families may require skipping families on the waiting list to accomplish the HUD requirement.

Appendix C contains KCHA's Deconcentration Policy.

C. Unit Offers

1. An offer of housing will be made when an applicant's name reaches the top of the waiting list, the applicant is determined eligible and passes the tenant selection criteria established in this Policy. If the applicant rejects the unit offer, the applicant's name will be placed at the bottom of the waiting list with a date and time of the unit rejection.
2. For purposes of this policy, the applicant will not be considered to have been offered a unit if he/she provides clear evidence to the satisfaction of KCHA that one of the following circumstances apply:

    a. The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily; or

    b. The applicant is unable to move at the time of the offer because of serious and unusual circumstances, which are beyond the applicant's control, and the applicant presents clear evidence, which substantiates this to KCHA's satisfaction. Examples:

        - A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
        - A court verifies that the applicant is serving on a jury, which has been sequestered; or

c. Accepting the offer would result in undue hardship to the applicant not related to considerations of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this undue hardship to KCHA's satisfaction.

3. An applicant must respond to, and accept or reject the offer within two (2) business days from the date the offer is made. If an applicant fails to keep a scheduled appointment to view a unit offered for occupancy, for other than a justifiable reason, such failure shall result in placement on the bottom of the waiting list. If an applicant fails to respond to written correspondence from KCHA within five (5) days, for other than a justifiable reason, the applicant's name will be removed from the waiting list.

4. When an applicant accepts an offer of housing, executes a lease agreement with KCHA, and moves into the dwelling unit offered, the applicant's name will be removed from the waiting list.

V. UNIT SIZE AND OCCUPANCY STANDARDS

A. Appropriate Unit Size

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

No. of Bedrooms	No. of Persons Min.	No. of Persons Max.
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

B. Factors in Dwelling Size Determination

Dwelling units will be assigned so that it will not be necessary for persons of different generations or opposite sex (other than married or cohabitating couples) to share a bedroom. Two children of the same sex may be required to share a bedroom regardless of age and children of the opposite sex may be required to share a bedroom if the oldest is under the age of six. Children shall generally not be required to share a bedroom with a parent; however, one child under the age of three may share a bedroom with one parent if there are no larger units available for the family. Assignment will take into consideration households who share joint custody of any individual under the age of 18 at least 50% of the time. Foster children shall be

considered in determining dwelling unit size. No unit assignments will be made which require use of the living room for sleeping.

C. Bedroom Size Determination for Single Pregnant Individuals

When making bedroom size determinations, a single individual with no other children who is pregnant at the time of application (proof may be required by a licensed physician) or who is in the process of securing legal custody of any individual under the age of 18, will be housed in a two-bedroom unit. If the pregnancy is terminated or legal custody is not granted, the applicant would no longer qualify for a two-bedroom unit but would be considered for a one-bedroom unit; the tenant will be considered over-housed and the transfer policy regarding over-housed conditions applies.

D. Reasonable Exceptions in Emergency Situations

The criteria and standards prescribed above apply to all families applying for housing at KCHA; however, reasonable exceptions to the standards listed above may be made in emergency situations, and in some cases, relationship, age, gender, health, or disability of family members may warrant assignment of a larger or smaller unit by KCHA staff or at the request of the applicant family. Written approval of such cases will be made by the Executive Director or his/her designee.

E. Requirements for Live-In Aide

Any applicant or tenant who requires a live-in aide, who will be responsible for the essential care and well-being of a family member on a daily basis will be assigned a bedroom to accommodate this aide, provided that the applicant or tenant can show documentation to support the fact that the live-in aide would not be living in the unit except to provide necessary supportive services. A live-in aide will not be listed on the lease as a family member and does not have rights to the unit for continued occupancy as a remaining family member. The tenant is responsible for the live-in aide's actions under the "guest" references in this policy and the Lease Agreement. Lease violations, which are enacted by the live-in aide, are considered "guest" actions and are grounds for lease termination and tenant eviction.

F. Handicap Accessible Units

When a handicap-accessible unit becomes available, KCHA shall offer the unit in the following order:

1. To current KCHA tenants who have a disability or handicap who would benefit from the unit's accessible feature(s), but whose current unit does not have such features. If there is more than one current tenant requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit.

2. To eligible and qualified households on the waiting list who have a disability or handicap and would benefit from the unit's accessibility features based upon the date and time of the application. This is despite the presence on the waiting list of households with earlier application dates who do not require the specific accessibility features of the available unit.

3. To other eligible and qualified households on the waiting list without disabilities. In this case, the household must agree, in writing, to transfer to a non-accessible unit at the request of KCHA.

VI. LEASE

A. Lease Execution

At admission, a Lease, a Lease Addendum for Drug-Free Housing, and a Pet Agreement, if applicable, is to be entered into between KCHA and each tenant family. The lease shall be for a twelve (12) month period and is automatically renewable for an additional twelve-month period, except for failure to comply with the eight (8) hour community service requirement discussed in Section B below. The dwelling lease is to be kept current at all times and is to reflect rent being charged and the conditions governing occupancy.

1. If, for any reason, any signer of the lease ceases to be a member of the tenant family, the lease will be cancelled, and a new lease, Lease Addendum, and Pet Agreement, if applicable, must be executed and signed by a remaining member of the family who qualifies and is determined to be eligible for continued occupancy by KCHA.

2. If, for any reason, an adult member is added to the family who was not previously on the lease and is added to the household, the lease will be cancelled, and a new lease, Lease Addendum, and Pet Agreement, if applicable, must be executed and signed.

3. If, for any reason, through birth, foster care, adoption, etc., a minor is added to the household, a lease change form must be executed.

4. If a tenant family transfers to a different unit operated by KCHA, the existing lease will be cancelled and a new lease, Lease Addendum and Pet Agreement, if applicable, must be executed for the dwelling unit into which the family is to move.

5. If at any time during the term of the lease, a change in the tenant's status or KCHA's needs results in the need for changing or amending any provision of the lease, or if KCHA desires to waive any provisions with respect to the tenant, KCHA at its sole discretion will have either:

a. The existing lease cancelled and a new lease agreement executed; or

b. An appropriate amendment prepared and made a part of the existing lease. The new lease amendment is to be made a part of the permanent tenant file. A lease amendment is to be attached to the existing lease, and must be signed by both the tenant and KCHA representative.

B. Eight Hour Community Service Requirement

The Quality Housing and Work Responsibility Act of 1998 mandates the Kankakee County Housing Authority to require that all adults living within public housing contribute 8 hours of community service (not including political activities) per month; or perform/participate in 8 hours of economic self-sufficiency activities/programs; or 8 hours of combined community service and economic self-sufficiency activities/programs. Exempt from the community service requirement is any adult who:

- Is 62 years of age or older;
- Is an individual with a disability, as defined under Section 216[I][ii] or 1614 of the Social Security Act; and who is unable to comply with this Section, or is a primary caretaker of an individual;
- Is an individual engaged in a work activity as denied in Section 407[d] of the Social Security Act;
- Is an individual that is exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act, or under any other welfare program of the State of Illinois, including a state-administered welfare-to-work program;
- Is in a family receiving assistance under a State program funded under Part A of the Title IV of the Security Act, or under any other welfare program of the State of Illinois, including a state-administered welfare-to-work program, and has not been found by the State or other administering entity to be in non-compliance with such program.

The following activities shall be considered as satisfying the community service requirement: participating in an economic and self-sufficiency program (which is also defined as participating in a Family Self-Sufficiency program); participating in an educational or vocational training program designed to lead to employment of at least 30 hours per week; improving the physical environment of the resident's development; volunteer work with a local school, hospital, childcare center, homeless shelter, or other community service organization; working with area youth organizations; working with local neighborhood groups on special projects; raising young (pre-school) children at home where a spouse is working; participating in

programs that develop and strengthen resident self-responsibility such as drug and alcohol abuse, counseling and treatment, household finance/budgeting, credit counseling, English language proficiency; or other activities approved by KCHA on a case-by case basis.

It is the personal responsibility of all adult household members who are required to comply with the community service requirement to locate an agency or organization and to comply with the community service requirement. It shall also be the responsibility of the resident to provide necessary evidence or documentation to verify compliance with this community service requirement. KCHA shall annually verify resident compliance with this community service requirement.

KCHA shall ensure that all community service performed for KCHA is accessible for persons with disability. KCHA shall also ensure that the conditions under which the work is to be performed for KCHA are not hazardous; the work is not labor that would be performed by KCHA's employees responsible for essential maintenance and property services; or the work is not otherwise unacceptable.

KCHA shall review resident compliance with the community service requirement 30 days before the expiration of each lease term. All activities undertaken by the resident to comply with the requirement shall require a certification letter from the organization/agency where the service/activity was performed.

If KCHA determines that a household is not in compliance with the community service requirement, KCHA may not renew or extend the household's lease upon expiration of the lease term and shall initiate action to terminate the tenancy of the household, unless KCHA enters into an agreement with the household, prior to the expiration of the lease term. The agreement shall provide an opportunity for a household to cure non-compliance with the community service requirement, by allowing the non-compliant resident to participate in economic self-sufficiency programs or by contributing hours of community service requirement over the 12-month term of the lease.

KCHA shall not renew or extend a lease or provide any new lease for a dwelling unit to any household that includes an adult member subject to the community service requirement and who failed to comply with it.

C. Tenant Orientation

1. Eligible applicants selected for admission will be required to participate in a mandatory orientation program conducted by KCHA to acquaint new tenant families with the following policies and procedures: the dwelling lease, maintenance procedures, housekeeping standards, services provided by KCHA, resident initiative activities, grievance procedures, tenant rights, responsibilities and obligations, the rent collection policy, and the operation of heating, cooling, and plumbing equipment in the units.

2. Failure to attend a scheduled orientation session without notice to KCHA will result in the family's application being placed at the bottom of the waiting list.

3. The orientation may be re-scheduled twice by the applicant for good reason, provided the applicant provides written documentation of why the orientation was missed. KCHA solely will determine if the absence was for good reason, i.e. medical reasons, employment situations, etc. After two missed orientations, the family's application will be placed at the bottom of the waiting list.

D. Dwelling Unit Inspection Policy

1. *Pre-occupancy*. Prior to occupancy, a KCHA representative and the tenant will inspect the premises. KCHA will furnish the tenant a written statement of the condition of the premises and the appliances provided in the dwelling unit, where appropriate. The statement will be signed by the KCHA representative and the tenant, and a copy will be kept in the tenant's file.

2. *Notification of Inspections.* KCHA will provide the tenant at least forty-eight (48) hours written notice of inspection. If no one is home and the tenant has not contacted KCHA to reschedule the inspection, KCHA will deem that the tenant has given KCHA permission to enter the unit and conduct the inspection in their absence. If children under the age of 16 are at home with no adult supervision, the inspection will not be performed and the tenant may be terminated and evicted for failure to provide access to the unit for the inspection.

3. *Annual Unit Inspections*. An inspection of each dwelling unit will be conducted on at least an annual basis to check the physical condition of each occupied limit. In addition, KCHA will conduct an annual housekeeping inspection. KCHA will furnish the resident with a written statement of unit conditions and/or charges, if any, for repairs or removal of non-approved alterations to the unit.

4. *Special Inspections.* Representatives from HUD and/or other US Government Officials may visit KCHA to monitor operations and, as part of the monitoring, may inspect a sampling of KCHA's public housing inventory.

5. *Move-Out*. Immediately after a tenant moves out, a KCHA representative will inspect the dwelling unit. The tenant is encouraged to participate in this move-out inspection and must contact the management office prior to move-out to schedule the joint inspection. A written statement of the unit conditions, and any KCHA provided appliances will be signed by both parties.

   A statement of repair/replacement charges for tenant caused damages and charges for cleaning of the unit and appliances, if necessary will be furnished to

the tenant and deducted from his/her security deposit if remittance is not made to KCHA.

6. *Random/Emergency Inspections.* KCHA, in its sole discretion, and without cause may randomly and periodically inspect units. In the event of an emergency, written notice may not be given and KCHA may enter the unit regardless of which family members are present.

7. A copy of the move-in and/or move-out**,** one-month and housekeeping inspection reports will be kept in the tenant files.

8. Annual Unit Inspections and Preventive Maintenance (PM) inspection forms will be kept in the unit maintenance file.

E. Rent, Other Charges, and Rent Adjustments

1. *Rental Payments.* Family choice of rental payments**:** HUD regulations provide that public housing families can elect annually whether the monthly rent is a flat rent or income-based rent. Flat rents are set by KCHA based on the rental value of the unit. Income-based rents are calculated based on the level of the resident's income and shall be the higher of: (a) 10% of gross income, (b) 30% of adjusted income, or (c) the minimum rent. Families experiencing hardships may switch from paying flat rents to income-based rents. Incomes of families paying flat rents must be reviewed not less than once every three years; incomes of families paying income-based rents must have income and family composition reviewed annually.

2. *Minimum Rent*. KCHA has established $50 as its minimum Total Tenant Payment (TTP). A hardship exemption shall be granted to Tenants who can document that they are unable to pay the required rent amount because of a long-term hardship (over 90 days). Examples under which Tenants would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

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

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

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

- A death in the family has occurred; or

- Other circumstances as determined by KCHA

3. *Flat Rents*. KCHA, in compliance with HUD regulations, has implemented flat rents for its public housing units, based on the rent reasonableness study prepared for the Section 8 program. Families may elect to pay a monthly flat or income-based rent.

4. *Utility Allowance*. Any family whose allowance for tenant paid utilities exceeds the Total Tenant Payment will receive a payment from KCHA equal to the amount by which the allowance exceeds the Total Tenant Payment.

5. *Maintenance Charges*. Schedules of charges for maintenance repairs and other services shall be publicly posted in a conspicuous place in the management office and shall be furnished to applicants and tenants upon request. KCHA will notify tenants in writing when such charges are assessed. These charges shall become due and payable thirty (30) days after such notice has been given to the tenant. A copy of all work orders for tenant abuse are filed in the tenant file.

6. *Late Charges*. A late charge of $15.00 shall be assessed when rent or other charges are not paid on or before the 5th day of the month. This charge is due immediately.

7. *Security Deposit*. A security deposit will be charged at the time of admission of the greater of $100.00 or one month's Total Tenant Payment.

VII. REEXAMINATION OF INCOME AND FAMILY COMPOSITION, ADJUSTMENTS AND OTHER ANNUAL REQUIREMENTS

A. Reexamination Procedures

1. The income, allowances and family composition of tenant households electing an income-based rent shall be reexamined at least once a year in accordance with an established reexamination schedule. Residents electing to pay a flat rent shall have family composition reexamined annually and income reexamined every three years. Reexaminations determine the tenant's monthly rent, eligibility for continued occupancy and the required unit size. KCHA follows all pertinent HUD regulations in its completion of reexaminations. On an annual basis, each resident family will be provided the opportunity to choose between an income-based or flat rent.

2. Each year prior to a resident's anniversary date, KCHA will send a formal letter offering a choice between a flat rent and an income-based rent and scheduling the date/time of the reexamination interview. At the appointment, KCHA will assist the family in identifying the rent method that would be most advantageous for the family. If the family chooses to select the flat rent without meeting with KCHA, they may make this selection on the notice described

below and return the form to KCHA. In such cases, KCHA will cancel the reexamination appointment.

The annual notice sent to all current residents regarding the reexamination process will state the following:

- Each year at the time of the annual reexamination, the family has the option to pay a flat rent amount or have their rent based on income.
- The amount of the applicable flat rent.
- The amount of the current income-based rent based on the most current information available.
- A fact sheet about income-based rent which lists and explains the types of income included, the most common types of income excluded, and the categories of allowances that are deducted from income.
- Families who choose to continue to pay a flat rent are required to go through the income reexamination process every three years, rather than annually for residents paying an income-based rent.
- Families who choose a flat rent may request to have a special reexamination and return to an income-based rent at any time for the following reasons:
  - The family's income has decreased.
  - The family's circumstances have changed and expenses have increased for childcare, medical care, etc.
  - Other circumstances which have created a hardship for the family such that an income-based rent would be more financially feasible at this time.
- The date and time of the annual reexamination appointment.
- The name and phone of an individual to call to get additional information and guidance on flat and income-based rents.
- A certification for the family to sign accepting the flat rent.

3. At the time of the reexamination, families must provide KCHA with all necessary information to verify income (annually or every 3 years), and family composition (annually) and sign all required certification forms and the Authorization for Release of Information form (see Appendix B for definition of Income).

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

   In the event the tenant fails to participate in the interview and/or to provide information required by KCHA, KCHA may establish the tenant's rent based upon KCHA flat rents until the matter is resolved and/or terminate the tenant from the program.

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

   Third party written verifications will be obtained whenever possible. When KCHA and tenant household have made all reasonable effort to obtain third party written verifications, documents obtained from the tenant and photocopied are an acceptable form of verification, when not prohibited by law. If photocopying is prohibited by law, KCHA staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. Oral third party verifications are also acceptable, if properly documented. When such documents cannot be photocopied or orally verified, KCHA will proceed with processing using the best possible documentation and information available. All verifications will be maintained in the tenant's folder.

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

5. *Determination of Compliance with Community Service Requirements.* KCHA will determine on an annual basis whether adult residents subject to the eight (8) hours a month service requirement are in compliance. KCHA will also determine if adult residents originally exempt from the requirements have become non-exempt. Adult residents who, because of the annual review, are determined to be non-exempt will be required to comply with the community service and self-sufficiency requirement. For residents paying a flat rent, the review will be performed and appropriate action taken by KCHA 12 months after the initial status determination and every 12 months thereafter.

   If a resident is determined to be non-compliant with the monthly community service requirement, KCHA will notify the family of the following:

   - The family member(s) determined to be non-compliant.
   - That the determination is subject to the grievance procedure.

- That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

6. *Temporary Rent Determinations and Special Reexaminations*. When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission or reexamination, a temporary determination of income and rent will be established, giving due consideration to the tenant's past income and other available information. An interim reexamination will be scheduled to take place every 30 days until a reasonable estimate of the Adjusted Income can be made. Rents determined at special reexaminations shall be made effective the first of the second month following the final rent determinations. Until the final rent determination can be made, the family will pay rent based upon the existing Adjusted Income.

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

   If a tenant claims an annual income of zero (0), the tenant will sign a form certifying zero income status monthly. Fraudulent certification will result in the following action, including but not limited to: lease termination and eviction, retroactive rent charges, referral to a collection agency and criminal prosecution.

7. *Changes in Rent*

   a. Limit on rent increases.

      (i) Federal housing regulations preclude KCHA from increasing a qualified family's rent as a result of an increase in income due to employment during the cumulative twelve (12) month period beginning on the date a member of the family is employed or experiences an increase in annual income due to employment. A qualified family is a family currently living in public housing whose:

         - annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or

         - 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

         - annual income increases as a result of new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any

state program for Temporary Assistance for Needy Families (TANF) funded under Part A of Title IV of the Social Security Act, as determined by KCHA in consultation with the local TANF and Welfare to Work agencies.

(ii) During the second cumulative twelve (12) month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income due to employment, KCHA will exclude from annual income 50% of any increase in annual income attributable to employment over the income of that family member prior to the beginning of employment.

(iii) KCHA will limit the disallowance of increased income of an individual family member outlined in (i) and (ii) above to a lifetime 48-month period. The disallowance of increased income is limited to a maximum of 12 months under (i) and a maximum of 12 months under (ii) above, during the 48-month period beginning from the initial exclusion.

(iv) This disallowance of increases in income as a result of employment does not apply for purposes of admission to the public housing program (including the determination of income eligibility and income targeting).

b. Loss of Welfare Benefits. If a family's welfare benefits are reduced, in whole or in part, for a family member because of fraud or because of a welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, KCHA will not reduce the rent to reflect the lost benefit. KCHA will include in the family's annual income for purposes of determining rent, an imputed welfare income. Imputed welfare income is the amount of annual income not actually received by a family as a result of a welfare benefit reduction, that is included in the family's income for purposes of calculating rent.

KCHA will request from the welfare agency the amount and term of any specified welfare benefit reduction for a family member and will use this information to determine the amount of the imputed welfare income for a family.

- KCHA may deny a request for a rent calculation only after obtaining written verification from the welfare agency that the family's benefits have been reduced for one of the reasons stated above.

- Residents subject to the imputed welfare income requirement and who disagree with the determination may request a grievance hearing in

accordance with KCHA's Grievance Procedure. The tenant is not required to pay an escrow account deposit for the portion of the tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing.

- This restriction does not apply if the reduction in benefits is a result of:

  -- The expiration of a lifetime time limit on receiving benefits; or

  -- A situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has complied, but loses welfare because of a duration time limit such as a cap on welfare benefits for a period of no more than two years in a five year period).

  -- KCHA will not include imputed income in the annual income of a family who was on the waiting list at the time the sanction was imposed by the welfare agency.

c. Rent Increase. Increases in rent shall be effective on the scheduled reexamination effective date, with 30 days advance notice, provided the tenant has complied with all reporting requirements. When the tenant has failed to attend interviews or to provide required information, KCHA may increase the rent retroactive to the reexamination effective date, and the balance of such
retroactive rent adjustment must be paid within ten (10) days of notification. Retroactive charges shall not be made when delays are solely the fault of KCHA.

d. Rent Decrease. Decreases in rent shall take effect on the first of the month after the month in which the change was reported and verified.

B. <u>Eligibility for Continuing Occupancy</u>

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

1. Qualify as a family or the remaining member of a tenant family; and

2. Have exhibited appropriate conduct since residing in public housing including:

   - Have not interfered with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare;

   - Have not adversely affected the physical environment of the community;

- Have not adversely affected the financial stability of the development;

- Have not illegally used a controlled substance or engaged in drug-related criminal activities on or off the premises;

- Have not interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants because of the abuse of alcohol.

3. Have abided by the terms and conditions of the lease and the Drug-Free Housing Addendum and any other addenda to the lease; and

4. Have signed any required new or existing lease addendum; and

5. Have complied with the eight (8) hour per month community service requirement, if applicable. KCHA will determine on an annual basis whether non-exempt residents are in compliance.

C. Interim Reexaminations

1. Interim reexaminations will be conducted for any of the changes listed in this section which must be reported to KCHA within ten (10) days of their occurrence. Failure to report changes as required may result in a retroactive rent charge and/or eviction action against the tenant. Tenants must report any change in household composition (See D below).

2. Tenants may report the following changes which would result in a decrease in the family's rent:

   a. Decrease in income expected to last at least 30 days; and

   b. Increase in allowances or deductions.

3. An interim recertification may also occur should it be found that the tenant has misrepresented the facts upon which the family’s rent is based, so that the rent being paid is less than what should have been charged. In these instances, tenant misrepresentations are considered fraud, and appropriate actions will be taken, including but not limited to: lease termination and eviction, retroactive rent charges, referral to a collection agency and criminal prosecution.

4. For interim reexaminations, increases in rent shall become effective on the first day of the second month following the month the change was reported and verified, provided the change was reported within ten days of its occurrence and the family complies with the verification requirements and completes a reexam. Decreases in rent shall take place on the first day of the month following the

month in which the change is reported and verified. The effective dates of changes that are not reported in a timely manner are covered in #5 below.

5. Errors/Omissions, Misrepresentations/Failure or Delay in Reporting Changes. (in the interest of brevity, the word "error" is used in this section to represent errors, *omissions*, misrepresentations, and failure to report changes). If an error in rent is revealed at any time, an appropriate adjustment will be made to correct the error as follows:

   a. Errors which are the fault of the tenant:

      - Increased rent shall be retroactive to the first day of the month following the date the change occurred.

      - Decreased rent shall be effective on the first day of the month following the month the change was reported.

   b. Errors not the fault of the tenant:

      - Increased rent shall be made effective the first day of the second month following the date the error was discovered.

      - Decreased rent shall be made retroactive to the date of the rent adjustment in which the error occurred.

D. <u>Changes in Household Composition</u>

1. The tenant is required to report in writing any change in household composition within ten (10) days of the change.

2. A new born child, an adopted child under 18 years old, or a child under 18 years old for whom custody has been awarded by a court to the Head of the Household or the spouse, may be added to a tenant's lease. Documentation must be provided to KCHA within 30 days of the event, i.e. birth certificate, custody court papers, etc. No other new household member may be added to the tenant's lease unless and until that person has provided the required information to KCHA and been determined eligible for admission according to the guidelines specified in Chapter II of this policy and a unit of the appropriate size is available. KCHA has the right to deny admission to any person found to be ineligible.

3. A tenant must provide documentation as required by KCHA when reporting that a family member has vacated the household. In the case of an income producing household member or any member which KCHA has reasonable cause to believe has been involved in criminal activity or drug-related criminal activity, KCHA will require at least two documents verifying the new address of

the departing family member or other evidence deemed acceptable by KCHA. Utility bills, a driver's license, an automobile registration, employment verification, a lease or a rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection, or a Petition for Legal Separation may also be acceptable.

4. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may request a transfer and be placed on the master transfer list effective the date the transfer request is approved (see Chapter VIII). A tenant reporting a decrease in household size which changes the unit size for which the family is eligible will not be required to be placed on the transfer list until the effective date of the family's next annual reexamination.

E. Visitors

Tenants will be allowed to have visitors for a period of up fourteen (14) cumulative days in any one calendar year (twelve-month period), except in the case of a family member requiring care during illness or recuperation from illness or injury as certified in writing by a physician. Written permission must be obtained from KCHA for any deviation from the occupancy standards listed in this policy.

VIII. UNIT TRANSFERS

A. Introduction

1. Transfers of tenants from one unit to another will be approved solely in accordance with this policy.

2. Transfers shall be made without regard to race, creed, color, gender, marital status, family composition, disability or national origin**.**

3. Tenants shall not be transferred to a dwelling unit of equal size except for transferring a non-handicapped family residing in a handicap-accessible unit or for alleviating hardships or other undesirable conditions as determined by the Executive Director or designee.

4. Transfers will only be made when tenants are not delinquent in rent, have good housekeeping habits, and have not caused damage to the current unit being occupied.

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

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

6. With the exception of moves related to modernization activity (relocation) or in the case of an emergency, a tenant family transferring from one apartment to another is responsible for any costs associated with moving to the new apartment.

B. Type of Transfers

KCHA has three types of transfers: Emergency and Administrative - Category 1 and Category 2**.**

1. *Emergency Transfers* are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by KCHA. Emergency transfers may be made to repair unit defects hazardous to life, health, or safety, to alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, to protect members of the household from criminal acts, or who may be victims of hate crimes or extreme harassment. These transfers shall take priority over new admissions.

2. *Administrative Transfers, Category 1,* include transfers to alleviate verified medical problems of a serious nature, permit modernization of units, permit a family that requires a unit with accessible features to occupy such a unit, and remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency).

   Requests for transfers under Administrative, Category 1 will be made to the Housing Manager. The resident will provide the Housing Manager with the necessary verification and/or documentation to substantiate the need for a transfer. Whenever feasible, transfers will be made within a resident's development. Transfers may also be initiated by KCHA.

3. *Administrative Transfers, Category 2,* may be made to correct occupancy standards (i.e. over/under housed conditions), to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas, or for resident hardship situations. These transfers do not take priority over new admissions and will be processed as soon as feasible taking into account KCHA vacancy rate.

   a. 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.

b. Residents in an over/under housed status will be advised within 30 days of the annual or interim reexamination that a transfer is recommended and that the family has been placed on the transfer list.

c. When a head of household, originally housed in a bedroom alone, has a child, that child shall remain in the parent's bedroom until he/she is two (2) years of age. After age 2, a Category 2 Administrative Transfer may be recommended.

d. Residents may request a personal hardship transfer, to provide better access to employment, childcare, etc. The resident will provide the Housing Manager with the necessary verification and/or documentation to substantiate the need for a transfer. These transfers will be made after other listed transfers, as units are available, and based on the vacancy rate.

C. Unit Offers

1. A tenant that has received a formal transfer offer is given seven (7) days to accept the offer and sign a Dwelling Lease for the new unit. Thereafter, the tenant is given an additional seven (7) days to move personal belongings. If the transfer has not been completed and keys to the former unit returned after seven (7) days, per diem rent for the former unit will be charged in addition to rent for the new unit until the keys are returned to the appropriate KCHA office.

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

D. Extended Family

Members of an extended family living in a KCHA unit may not be separated into two dwelling units through a transfer application. Specific family members may apply for a separate unit using the application procedures described in this Policy. Members of such a family will receive no preference on the standard waiting list as a result of occupancy in a KCHA unit.

E. Revision or Suspension of Transfer Policy

KCHA reserves the right to revise or suspend its Transfer Policy because of efforts to decrease vacancies or any other management initiative. Transfers during such times will be treated on a case-by-case basis solely at the discretion of the Executive Director.

IX. TERMINATIONS

A. Termination Notices

1. The tenant must give a written notice to KCHA of at least 30 days of intent to terminate the lease and provide a forwarding address in order to receive any refund of the tenant's security deposit.

2. If KCHA elects to terminate the lease of a tenant household, a written Notice of Termination will be served upon an adult member of the household as follows:

   a. When the health or safety of other tenants, guests or employees of KCHA is threatened, KCHA will provide notice of its intention to terminate the lease in a reasonable amount of time (not to exceed 30 days) considering the seriousness of the situation. In the case of any drug-related criminal activity on or off the premises, KCHA will provide a three (3) day notice of its intention to terminate the lease.

   b. In the case of failure to pay rent which includes all payments due under the lease, KCHA will provide fourteen (14) days notice of its intention to terminate the lease which shall be effective unless all amounts due under the lease have been paid before that date.

   c. In all other cases, KCHA will provide at least thirty (30) days notice of intention to terminate the lease.

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

B. Reasons for Termination

KCHA may not terminate or refuse to renew the lease except for serious or repeated violations of the terms of the lease including, but not limited to:

1. The failure to pay rent or other payments when due;

2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by or on the 5th day of the month. Three such late payments within a twelve month period shall constitute repeated late payment;

3. Failure to pay electric, gas or heating bills when Tenant is responsible for paying such bills directly to the supplier of utilities;

4. Misrepresentation of family income, assets, or composition at the time of admission or anytime thereafter;

5. Failure to supply, in a timely fashion, any certification, release, information or documentation on family income, assets or composition needed to process re-examinations or interim re-determinations;

6. Serious or repeated damage to the apartment, creation of physical hazards in the apartment, common areas, grounds or parking area of KCHA's property;

7. Behavior and/or activity by Tenant, household member, guest or visitors which disturb other residents' peaceful enjoyment of their apartments; and/or is not conducive to maintaining all KCHA projects in decent, safe and sanitary conditions;

8. Drug-related criminal activity by the Tenant, household member, guest or visitor on or off the premises. Premises shall be defined as the building or complex in which the dwelling is located, including common areas and grounds;

9. Criminal activity by Tenant, household member, guest or visitor on or off the premises that threatens the health, safety, or right to peaceful enjoyment of KCHA's public housing premises by other residents, guests or employees;

10. Alcohol and/or controlled substance abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

11. The presence of weapons or illegal drugs in the resident's apartment;

12. Any fire on KCHA premises caused by the tenant, household members guests or visitors by their own actions or neglect;

13. Uninhabitable apartment conditions caused by the tenant, a household member, guests or visitors by their own actions or neglect;

14. Refusal of an offer of a new lease;

15. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on KCHA's Occupancy Standards or to accommodate an administrative need of KCHA including but not limited to the disposition, demolition or modernization of the unit;

16. Abandonment of the unit;

17. Failure to comply with the Eight Hour Community Service Requirement as determined appropriate by KCHA; and

18. Other serious or repeated violations of any material term of the lease.

C. Written Records

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

1. Name of tenant and identification of unit occupied.

2. Copies of the Termination Notice and any subsequent correspondence or notices.

3. Specific reason(s) for eviction.

4. Responses or answers, if any, received from the tenant.

5. Date and method of notifying tenant of reasons for termination and documentation of any conference(s) with the tenant, including the names of conference participants.

6. Dated and signed records of the minutes of any hearing held.

7. Date and description of the final action taken.

D. Abandonment of the Unit

KCHA will comply with Illinois law regarding abandonment and disposition of property left on the premises.

1. If KCHA has reason to believe that a resident has vacated or abandoned the apartment, failed to pay current rents, and has not notified KCHA of his/her absence, KCHA will take steps to:

   - Serve the tenant with a Notice to Terminate;

   - Secure a court order for possession of the dwelling unit;

   - Re-enter and take possession of the dwelling unit;

   - Remove any possessions and personal effects remaining in the premises, if the occupant does not contact KCHA;

- Dispose of all abandoned property in accordance with Illinois law, if the occupant does not reclaim such possessions and personal effects within thirty days after the notice.

2. KCHA shall take inventory of any possessions and personal effects of the occupant on the premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from KCHA within the said thirty-day period. If the occupant does not reclaim such possessions and personal effects by the end of the said thirty-day period, KCHA may dispose of them in accordance with Illinois law.

X. POSTING REQUIREMENTS/REVISIONS

A. Posting Requirements

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

B. Revisions

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

1. Delivered directly or mailed to each tenant; or

2. Posted in a conspicuous place at the site offices or in a similar central business location within the site.

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

The provisions of this plan are based upon local, state and federal law and regulation. Should any applicable law or regulation change, this plan will be deemed automatically revised. To the extent that the change is mandatory (allowing no Authority discretion), the text of the plan will be revised without requirement for administrative processing. In the event a conflict in this document arises due to changed laws or regulations, the laws and regulations specifically promulgated for the applicable project/program will take precedence and be controlling. In the event HUD regulations change the implementation of the programs governed by this document, the HUD regulatory changes will take precedence and control over the provisions listed in this document.

XII. MISREPRESENTATION

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

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

XIII. GRIEVANCE PROCEDURE

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

Each tenant and tenant organization shall be given a copy of the Grievance Procedure and it is incorporated into this Policy on Admissions and Continued Occupancy and the lease by reference.

XIV. PET POLICY

KCHA's Pet Policy establishes the rules and guidelines by which residents may keep domestic pets in their dwelling units and is incorporated by reference into this Policy.

Each tenant requesting permission to own and keep a pet shall be provided a copy of the Policy and be required to sign a Pet Agreement at initial occupancy or at the time of initial request for a pet and every year at time of reexamination or as otherwise required by KCHA.

XV. RELOCATION

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

APPENDICES

APPENDIX A
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
INFORMAL REVIEW PROCEDURES

APPLICANTS FOR PUBLIC HOUSING ONLY

I. Applicability:

A. KCHA will provide an opportunity for an informal review regarding a decision denying assistance to an applicant, including a decision:

1. Denying placement on the waiting list.

2. Denying participation in the Public Housing Program.

B. KCHA is not required to provide an opportunity for informal review:

1. To review discretionary administrative determinations by KCHA, or to consider general policy issues or class grievances.

2. To review KCHA's determination of the number of bedrooms determined under the standards established by KCHA in accordance with HUD regulations.

II. Procedures:

A. KCHA shall give an applicant prompt written notice of a decision denying assistance to the applicant, including a decision of ineligibility for housing, ineligibility for any of the selection preferences, if adopted by KCHA, or removal from or denying placement on the waiting list. The notice shall also state that the applicant may request in writing an informal review of the decision, and shall describe how to obtain the informal review.

B. The applicant must submit a written request for an informal review within ten (10) days of notification of the decision denying assistance.

C. If the applicant's request is not submitted within ten (10) days or in another way fails to comply with requirements, the request will be denied and the applicant will be promptly notified in writing.

D. If the request meets the criteria, an informal review will be scheduled within thirty (30) days of the request.

E. The informal review shall be conducted by any person or persons designated by the Executive Director, other than a person who made or approved the decision under review or a subordinate of such person.

F. The applicant shall be given an opportunity to present written or oral objections to KCHA's decision.

G. KCHA shall promptly notify the applicant in writing within ten (10) working days of the final decision after the informal review, including a brief statement of the reasons for the final decision. If an applicant is successful in his/her appeal, KCHA shall restore or upgrade his/her application on the waiting list, as applicable.

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

ADJUSTED INCOME. Annual Income minus applicable allowances.

For federally-assisted housing, as defined in 24 CFR Part 5.

ALLOWANCE FOR DEPENDENTS

$480 deduction for each family member who is a dependent (See definition of Dependent below).

ADULT

A person, 18 years of age or older, or an emancipated minor whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding agreement.

ALLOWANCE FOR DISABILITY ASSISTANCE EXPENSES

The amount of Disability Assistance Expense in excess of three percent (3%) of annual income which enables a family member (including the handicapped or disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the handicapped person or other family members to work.

ALLOWANCE FOR MEDICAL EXPENSES

For elderly families (see definition of Elderly Family below) or families living in state moderate housing only qualify for the amount of unreimbursed medical expenses (see definition of Medical Expenses below) in excess of three percent (3%) of annual income.

ANNUAL INCOME

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

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

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

c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowance for depreciation is permitted only as authorized in paragraph 1b of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets exceeds $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD or state regulations as applicable.

d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amount for the delayed start of a periodic payment (except as provided in 2n below).

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

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

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

2. Income Exclusions

Annual income does not include the following:

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

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

c. Lump-sum additions to family assets, such as inheritances, lottery winnings, insurance payments (including payments under health and accident insurance and worker's

compensation), capital gains and settlement for personal or property losses (except as provided in 1e above);

d. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of Medical Expenses for any family member;

e. Income of a live-in aide as defined in 24 CFR 5.403;

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

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

h. Other amounts including:
   (i) Amounts received under training programs funded by HUD;
   (ii) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
   (iii) Amounts received by a tenant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program; or
   (iv) A resident service stipend: this is a modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for KCHA, on a part-time basis, that enhances the quality of life in public housing. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
   (v) Incremental earnings and benefits to any family member resulting from participation in qualifying State or local employment training programs (including training programs not affiliated with the local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

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

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

k. For federally-assisted housing, earnings in excess of $480 for each full-time student 18 years or older (excluding the head of household and spouse);

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

m. The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, state or local law during the exclusion period;

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

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

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

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

n. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;

o. 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;

p. 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;

q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following is a list of incomes that qualify for that exclusion:

(i) The value of the allotment provided to an eligible household under Food Stamp Act of 1977;

(ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, Youthful Offender Incarceration Alternatives, Senior Companions);

(iii) Payments received under Alaska Native Claims Settlement Act;

(iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;

(v) Payments or allowances made under department of Health and Human Services' Low-Income Energy Assistance Program;
(vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
(vii) Income derived from the disposition of funds of Grant River Band of Ottawa Indians;
(viii) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior;
(ix) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the BIA student assistance programs. These are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of a student or an educational institution;
(x) Payments received from programs funded under Title V of the Older Americans Act of 1965;
(xi) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.)
(xii) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-426, 94 Stat. 1785).
(xiii) The value of any childcare provided or reimbursed for under the Childcare and Development Block Grant Act of 1990.
(xiv) Earned income tax credit.

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

Any family receiving the reparation payments referred to in paragraph 2j of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

APPLICANT

An applicant is a Family who is seeking assistance through the Public Housing Program and who does not yet have a fully executed lease agreement with KCHA.

APPLICATION FOR ADMISSION

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

ASSETS

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

CHILDCARE EXPENSES

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

CITIZEN

A citizen or national of the United States.

DEPENDENT

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

DISABLED PERSON

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) which defines a developmental disability.

Section 223 of the Social Security Act defines disability as:

> "(a) the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or (b) in the case of an individual who has attained the age of 55 and is blind, the inability by reason of such blindness to engage in substantial gainful activity requiring the skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time."

Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) defines a developmental disability as:

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

DISPLACED FAMILY

A family in which each member, or whose sole member, is a person displaced by governmental actions 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.

DRUG-RELATED CRIMINAL ACTIVITY

The illegal manufacture, sale, or distribution, or the possession with the intent to manufacture, sell, or distribute, of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802); or the illegal use, or possession for personal use, of a controlled substance.

ELDERLY FAMILY

A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

ELDERLY PERSON

A person who is at least 62 years of age.

EVICTION

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

EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

The documents required of family member claiming U.S. citizenship or eligible immigration status.

EXTREMELY LOW INCOME FAMILY

A family receiving income at or below 30% of the median annual income for their area.

FAMILY

Family includes but is not limited to:

a. Two or more persons who intend to share residency whose income and resources qualify to meet the family's needs and who have a history as a family unit or have evidence of a stable relationship;

b. An elderly person;

c. A near-elderly person;

d. A disabled person;

e. A displaced person;

f. The remaining adult member of a tenant family; and

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

FOSTER-CARE PAYMENT

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

FULL-TIME STUDENT

A person who is 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.

HANDICAPPED/DISABILITY ASSISTANCE EXPENSE

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

HEAD OF HOUSEHOLD

An adult, 18 years of age or older, or an emancipated minor under the age of 18 years, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

HUD

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

INS

U.S. Immigration and Naturalization Service.

KCHA

Kankakee County Housing Authority

LEASE

A written agreement between KCHA and an eligible family for the leasing of a public housing unit.

LIVE-IN-AIDE

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

a. Is determined by KCHA to be essential to the care and well-being of the person(s);

b. Is not obligated for support of the person(s); and

c. Would not be living in the unit except to provide necessary supportive services.

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

LOWER INCOME FAMILY

A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

LUMP SUM BENEFIT

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

MEDICAL EXPENSES

For purposes of income determination for elderly or disabled families, medical expense in excess of 3% of total family income which are anticipated to be incurred during the period for which the annual income is computed, where these expenses are not compensated for, or covered by insurance. Medical expenses include such items as medical insurance premiums, dental expenses, prescription and nonprescription medicines, etc.

MINIMUM RENT

The minimum amount of tenant rent, minus any utility reimbursement. KCHA has established the minimum rent at $50.00.

MINOR

A person less than eighteen years of age.

MIXED FAMILY

A family whose members include both citizens/eligible immigrants and noncitizens with ineligible immigration status.

NATIONAL

A person who owes permanent allegiance to the U.S. as the result of birth in a U.S. territory or possession.

NEAR-ELDERLY FAMILY

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age (or 55 years of age for state elderly housing) but below the age of 62, living together or one or more persons who are at least 50 years of age (or 55 years of age for state elderly housing) but below the age of 62 living with one or more live-in aides.

NEAR-ELDERLY PERSON

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

NET FAMILY ASSETS

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land (Excluding the value of necessary items of personal property such as furniture and automobiles).

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

In determining the Net Family Assets, KCHA shall include the value of any assets greater than one thousand dollars ($1000) which were disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received for the asset.

NON-CITIZEN

A person who is neither a citizen nor national.

PROGRAMS ESTABLISHED UNDER THE UNITED STATES HOUSING ACT OF 1937

1. The Public Housing program or Indian Housing program; 2. Any program operated as part of the Section 8 program; 3. The Section 23 Leased Housing program.

RECOVERING ADDICT

A person that: 1) has completed a supervised drug rehabilitation program and is not currently engaged in the illegal use of a controlled substance; or has otherwise successfully been rehabilitated and not currently illegally using drugs; or, 2) is involved in a supervised rehabilitation program and not currently illegally using drugs; and is involved in a self help group, such as Narcotics Anonymous, and not currently illegally using drugs.

OVERHOUSED

A tenant family with a greater number of bedrooms than required for family members, according to the standards set forth in Chapter V of this policy.

RESIDENCY PREFERENCE

A PHA established preference for admission of families that reside or work or have been hired to work in the jurisdiction of KCHA. The length of time the family has lived or worked the jurisdiction may not be considered.

REMAINING FAMILY MEMBER

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

RESIDENT

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

SECURITY DEPOSIT

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

SINGLE PERSON

A person who lives alone or intends to live alone who does not qualify as elderly, disabled, or handicapped or as a remaining adult member of a tenant family.

TENANT RENT

The amount payable monthly by the family as rent to KCHA. Where all utilities (except telephone and cable) and other essential housing services are supplied by KCHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and cable) and other essential housing services are not supplied by KCHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

TOTAL TENANT PAYMENT (TTP)

An amount equal to 30 percent of the family's monthly adjusted income or 10 percent of the gross monthly income of the family occupying the dwelling unit, whichever amount is greater. TTP does not include charges for excess utility consumption or other miscellaneous charges.

TRANSFER

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

UNDERHOUSED

A tenant family with an insufficient number of bedrooms for the number of persons in the family, according to the standard set forth in Chapter V of this policy.

UTILITIES

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

UTILITY ALLOWANCE

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

VERY LOW INCOME FAMILY

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

VIOLENT CRIMINAL ACTIVITY

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST ADMISSION

An applicant selected for occupancy from KCHA'S waiting list.

APPENDIX C
DECONCENTRATION ANALYSIS AND POLICY

In accordance with the requirements of the Public Housing Reform Act and 24 CFR 903, the Kankakee County Housing Authority (KCHA) performed an analysis of the income levels of its two (2) general occupancy developments to determine if income disparities exist between the sites. The analysis of available public housing occupancy data as of March 2004, indicates that the average income at all covered developments is $8,647 and the average incomes at KCHA developments are as follows:

Development No.	Development Name	No. of Units	Average Income	Established Income Range (85% - 115%)
IL039-003	Wild Wood	81	$9,055	105%
IL039-007	Evergreen	29	$7,333	85%

As this analysis indicates, none of KCHA's covered developments fall outside of the Established Income Range of 85% to 115% of KCHA-wide average income for all covered developments. It is the policy of KCHA to provide for the deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments should there exist a large disparity in average incomes in the future. Toward this end, and to meet future deconcentration goals, KCHA may revise its current Admissions and Continued Occupancy Policy to provide for skipping particular families on its waiting list (s) and/or offering one or more incentives to encourage applicant families and resident families seeking voluntary transfers to consider occupancy in developments which KCHA is attempting to deconcentrate.

Various activities may be used at different times or under different conditions; however, these actions will always be offered in a consistent and nondiscriminatory manner. In no way does KCHA's deconcentration policy establish quotas by development nor does it impose requirements on families to live in a property to which they are not interested.

KCHA will continue to monitor HUD deconcentration regulations and make any necessary adjustments to this Policy as may be determined necessary.

KANKAKEE COUNTY HOUSING AUTHORITY
185 NORTH ST. JOSEPH
KANKAKEE, IL 60901

HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATIVE PLAN

Adopted:

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CHAPTER 1:
STATEMENT OF POLICIES AND OBJECTIVES

A. INTRODUCTION

The Housing Choice Voucher Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Housing Choice Voucher Program are described in and implemented through this Administrative Plan. The Voucher program is federally funded and administered for the County of Kankakee by the Kankakee County Housing Authority through its Section 8 Housing Office.

Administration of Kankakee County Housing Authority's (KCHA) Housing Choice Voucher Program and the functions and responsibilities of KCHA staff shall be in compliance with KCHA's Personnel Policy, the Department of Housing and Urban Development's (HUD) Section 8 Housing Choice Voucher program regulations, and all applicable Federal, State and local fair housing laws and regulations.

B. PROGRAM OBJECTIVES

KCHA Mission Statement

To provide public and private assisted housing that is decent, safe and sanitary. To create a climate conducive for human growth and dignity through the effective use of available resources, by providing a qualitative living environment to eligible people within the County of Kankakee, while creating opportunities for an improved quality of life.

KCHA Strategic Goals

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

PHA Goal: Expand the supply of assisted housing

Objectives:
1. Apply for additional rental vouchers.
2. Reduce public housing vacancies.

PHA Goal: Improve the quality of assisted housing

Objectives:
1. Improve public housing management: (PHAS).
2. Improve voucher management: (SEMAP score).
3. Increase customer satisfaction.
4. Concentrate on efforts to improve specific management functions.
5. Renovate or modernize public housing units.

6. Demolish or dispose of obsolete public housing.

PHA Goal: Increase assisted housing choices

Objectives:
1. Provide voucher mobility counseling.
2. Conduct outreach efforts to potential voucher landlords.
3. Increase voucher payment standards.

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

PHA Goal: Provide an improved living environment

Objectives:
1. Implement public housing security improvements:
2. Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

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

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

Objectives:
1. Provide or attract supportive services to increase independence for the elderly or families with disabilities.

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

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:
1. Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability.
2. Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability.
3. Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

The KCHA has the following goals for the program:

- To assist the local economy by increasing the occupancy rate and the amount of money flowing into the community.
- To encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socioeconomic, recreational and other human

services needs.

- To create positive public awareness and expand the level of family, owner, and community support in accomplishing the KCHA's mission.
- To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.
- To administer an efficient, high-performing agency through continuous improvement of the Housing Authority support systems and commitment to our employees and their development.
- To provide decent, safe and sanitary housing for very low-income families while maintaining their rent payments at an affordable level.

C. PURPOSE OF THE ADMINISTRATIVE PLAN

The purpose of the Administrative Plan is to establish policies and guidelines for administering the Housing Choice Voucher Program in a manner consistent with Federal regulations and program objectives. The Plan covers admission to the Housing Choice Voucher Program and continued participation in the Voucher Program. This Administrative Plan is set forth to define KCHA's local policies for operating the housing program in the context of Federal laws and regulations and KCHA's five -year and Annual Plans. All issues related to the Housing Choice Voucher Program not addressed in this document are governed by such Federal regulations, HUD memoranda, Notices and guidelines, or other applicable law.

KCHA is responsible for complying with all changes in HUD regulations pertaining to this program. If such changes conflict with this Plan, HUD regulations will have precedence. The KCHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The original Plan and any changes must be approved by KCHA's Board of Commissioners, pertinent sections included in the Agency Plan, and a copy is to be provided to HUD.

This Administrative Plan is a supporting document to the KCHA Agency Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

24 CFR Part 5: General Program Requirements
24 CFR Part 8: Nondiscrimination
24 CFR Part 982: Section 8 Tenant Based Assistance: Housing Choice Voucher Program

Local rules thatare made part of this Plan are intended to promote local housing objectives consistent with the intent of the Federal housing legislation.

D. FAIR HOUSING AND EQUAL OPPORTUNITY POLICY

KCHA complies fully with all Federal, State, and local anti-discrimination laws and administers its programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in providing housing assistance and employment opportunities. (See KCHA's

Personnel Policy for more detail related to employment opportunities).

KCHA shall not deny any family or individual the opportunity to apply for or receive assistance under the Housing Choice Voucher Program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, disability or sexual orientation.

To further its commitment to fully comply with applicable Civil Rights laws, KCHA will provide Federal, State and local information to Voucher holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information shall be made available during the family briefing session. As part of its briefing, KCHA provides families with the HUD Fair Housing Information and Discrimination Complaint Form and directs the family to report suspected discrimination to HUD.

Except as otherwise provided in 24 CFR 8.21 (c(1), 8.24(a), 8.25, and 8.31, no individual with a disability shall be denied program benefits or excluded from program participation or otherwise subjected to discrimination because KCHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information will be displayed in locations throughout KCHA's Administrative office in such a manner as to be easily readable from a wheelchair. KCHA's Administrative office is accessible to persons with disabilities or handicaps.

E. ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with KCHA; when KCHA initiates contact with a family, including when a family applies for housing assistance, and when KCHA schedules or reschedules appointments of any kind.

Persons with Disabilities

KCHA's policies and practices are designed, to the extent feasible, to provide all persons with disabilities with reasonable accommodations in order that they may have full access to and utilize the Voucher Program and related services. The availability of specific accommodations will be made known through notices on KCHA forms and letters to all families, and all requests will be verified so that the KCHA can properly accommodate the need presented by the disability.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability" means:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or

- Being regarded as having such an impairment.

Those regarded as having such an impairment may include those with conditions such as obesity or cosmetic disfigurement, and individuals perceived to be at high risk of incurring a work-related injury.

Individuals with contagious diseases who do not pose a direct threat to others are covered by the Act. Persons with AIDS and those who test positive for the HIV virus are considered to have a disability.

Undue Hardship

Requests for reasonable accommodation will be granted, provided that the accommodation will not create an "undue financial and administrative burden" for KCHA. In determining whether an accommodation would create an undue hardship, the following factors will be taken into consideration:

- Nature and cost of the accommodation needed;
- Overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- Number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the program as a result of the accommodation.

Requests for accommodation must be supported with verification from a reliable and knowledgeable professional that the accommodation is required. KCHA will refer families who have members with disabilities to agencies in the community that offer services to persons with disabilities.

F. TRANSLATION OF DOCUMENTS

KCHA will be aided by local organizations with bilingual staff to assist non-English speaking families in the following languages: Asian, Mexican, Spanish, and translates documents into the following languages: Spanish, Mexican, Asian.

In determining whether it is feasible to provide translation of documents written in English into another language, KCHA will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English;
- Estimated cost to KCHA per client of translation of English written documents into another language; and

- Availability of local organizations to provide translation services to non-English speaking families.

- Availability of bilingual staff to provide translation for non-English speaking families.

G. FAMILY OUTREACH

KCHA reserves the right to open or close the waiting list based on the supply of applicants and availability of subsidy. The waiting list will be closed when there are not enough Voucher subsidies to assist all the applicants in a reasonable period of time, such as two years. When KCHA determines that additional applicants are needed, it will issue a public notice and open the waiting list.

To reach people from diverse backgrounds, KCHA will advertise through a wide variety of sources including local newspapers, minority media, minority civic clubs, service agencies. KCHA will communicate the status of housing availability to other service providers in the community, such as agencies serving individuals with special needs, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance. KCHA will continuously monitor and evaluate outreach activities to ensure that it reaches the widest possible audience.

H. OWNER OUTREACH

The KCHA's Owner Outreach Program includes the following efforts to encourage owners to participate in the program and to ensure greater mobility and housing choice to very low-income households.

- The KCHA maintains a list of interested landlords and a list of available units, both of which are updated frequently.

- The KCHA conducts annual meetings with participating landlords to improve owner relations and to recruit new landlords.

- The KCHA contacts real estate agents and property managers to market the program and encourage their participation.

- KCHA will maintain lists of available housing submitted by landlords in neighborhoods within KCHA's jurisdiction to ensure greater mobility and housing choice to very low-income households. The lists of units will be provided at the front desk and provided at briefings.

- Printed material is offered to acquaint landlords and managers with the opportunities available under the program.

- KCHA staff initiates personal contact with private property owners and managers by

conducting formal and informal discussions and meetings.

- KCHA has active participation in community based organization(s) comprised of private property and apartment owners and managers.

- KCHA will actively recruit property owners with property located outside areas of minority and poverty consideration and apply for exception payment standards if KCHA determines it is necessary to make the program more accessible in KCHA's jurisdiction.

- KCHA encourages program participation by owners of units located outside areas of poverty or minority concentration. KCHA periodically evaluates the geographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choice and better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside KCHA's jurisdiction and are given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of low-poverty and low-minority concentration.

- KCHA works with a nonprofit agency through the regional counseling program who contacts others in the area, identifies families in the program, and counsels the families on their prospective move and services available in the areas in which the family is interested.

I. OWNER RESPONSIBILITIES

An Owner is responsible for:

- Screening tenants.
- Complying with the HAP contract.
- Maintaining the unit in compliance with HQS.
- Enforcing lease requirements.

For a further description of owner responsibilities refer to 24 CFR parts 882, 982, and 983.

J. FAMILY RESPONSIBILITIES

Applicant responsibilities

While on the waiting list an applicant must notify KCHA of any changes in address and preference status.

Upon selection, an applicant must provide KCHA with complete and accurate information necessary to determine program eligibility.

Upon determination of eligibility, an applicant must conduct and complete a housing search within time allowed by KCHA.

For a further description of applicant responsibilities refer to 24 CFR parts 882, 982, and 983.

Participant Responsibilities

For a further description of family responsibilities refer to 24 CFR parts 882, 982, and 983. Families participating in a Family self-sufficiency program should refer to 24 CFR part 984.

Family Obligations

For the complete text of family obligations see the Housing Choice Voucher Guidebook, the tenancy addendum, and the lease signed by the tenant and owner. Violation of Family Obligations may be cause for program termination as discussed in Chapter 16.

K. PRIVACY RIGHTS

All applicant or participant household members 18 years of age or older must sign Form HUD-9886, Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

All information relating to a participant or applicant family is confidential. KCHA's policy regarding release of information is in accordance with and local laws, which may restrict the release of family information. KCHA staff will not discuss family information contained in its files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

In accordance with HUD requirements, the KCHA will furnish prospective owners with the family's current address as shown in KCHA records and, if known to the KCHA, the name and address of the landlord at the family's current and prior address. A statement of the KCHA's policy on release of information to prospective landlords will be included in the briefing packet provided to the family

L. JURISDICTION

The Jurisdiction of the KCHA is Kankakee County, Illinois.

M. MONITORING PROGRAM PERFORMANCE

KCHA's policies, procedures, and tracking systems are designed to respond to the goals, objectives, and performance measures of HUD's Section 8 Management Assessment Program (SEMAP). To comply with HUD and other pertinent regulations, KCHA will maintain records, reports and other documentation for a period of time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to assess KCHA's operational procedures objectively and with accuracy.

Specifically, records and reports will be maintained for the purpose of complying with the following SEMAP performance measures:

- *Indicator 1.* The PHA has written policies in its administrative plan for selecting applicants

from the waiting list, and the PHA follows these policies when selecting applicants for admission from the waiting list.

- *Indicator 2.* The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units.

- *Indicator 3.* At admission and reexamination, the PHA verifies and correctly determines adjusted annual income for each assisted family and, where the family is responsible for utilities under the lease, the PHA uses the appropriate utility allowances in determining gross rent.

- *Indicator 4.* The PHA maintains an up-to-date utility allowance schedule.

- *Indicator 5.* A PHA supervisor or other qualified person reinspects a sample of units during the PHA fiscal year, numbering at least 5% of the number of units under contract during the last completed PHA fiscal year, for quality control of HQS inspections.

- *Indicator 6.* Following each failed HQS unit inspection, any cited life-threatening HQS deficiencies are corrected within 24 hours and all other cited HQS deficiencies are corrected within 30 calendar days from the inspection or any PHA-approved extension.

- *Indicator 7.* The PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration.

- *Indicator 8.* Initial gross rents for units, other than over-FMR tenancies, do not exceed the FMR and voucher payment standards do not exceed the current applicable FMR or HUD approved exception rent limit and are not less than 90% of the current FMR/exception rent limit, unless otherwise approved by HUD.

- *Indicator 9.* The PHA completes a reexamination for each participating family at least every twelve months.

- *Indicator 10.* The PHA correctly calculates the family's share of the rent to owner in the voucher program.

- *Indicator 11.* Newly leased units pass HQS inspection on or before the beginning date of the assisted lease and HAP contract.

- *Indicator 12.* The PHA inspects each unit under contract at least annually.

- *Indicator 13.* The PHA executes HAP contracts on behalf of eligible families for the number of units under budget for at least one year.

- *Indicator 14.* The PHA has enrolled families in the FSS program as required and has made progress in supporting FSS as measured by the percentage of current FSS participants with escrow account balances.

CHAPTER 2:
ELIGIBILITY FOR ADMISSIONS

A. INTRODUCTION

This chapter defines both HUD's and KCHA's criteria for admission and denial of admission to the program. KCHA strives for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. Staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, furnish additional information, if needed, and to receive an explanation of the basis for any decision made by KCHA pertaining to their eligibility.

B. ELIGIBILITY FACTORS

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the KCHA. HUD eligibility criteria are:

1. Applicant must be a "family."

2. Household's annual income must be within the appropriate Income Limits.

3. All household members ages six and older must furnish their Social Security Numbers, or certify that they do not have one.

4. Each member of the applicant household must certify to citizenship/eligible immigrant status.

5. Persons evicted from public housing, Section 23 or any Section 8 program for drug-related or criminal activity are ineligible for a minimum of three years from the date of eviction. See Chapter 16 "Termination of Assistance".

The family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of eligible immigration status will not be verified until the family is selected from the waiting list for final eligibility processing.

C. ELIGIBILITY FACTOR 1: FAMILY COMPOSITION

The applicant must qualify as a Family. A Family may be a group of persons or a single person. When application is made, the applicant determines who is "family." Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely because members are not related by blood, marriage, or operation of law.

Definitions

A group of persons may be:

- Two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who have a history as a family unit or show evidence of a stable family relationship.

- Two or more elderly, near-elderly or disabled persons living together, or one or more elderly, near-elderly or disabled persons living with one or more live-in aides.

- A pregnant woman and her unborn child(ren).

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A single person may be:

- An elderly person.
- A near-elderly person.
- A displaced person.
- A person with a disability.
- The remaining member of a tenant family.
- Any "other single" person.

Head of Household

The Head of Household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minor s who qualify under State law will be recognized as head of household.

Spouse of Head

The Spouse of Head is defined as the marriage partner who, in order to dissolve the relationship, would have to be divorced. The term "Spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head but not both. A co-head never qualifies as a dependent.

Live-in Aide

A family may include a live-in aide provided that the live-in aide:

- Is determined by KCHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with a disability. A near elderly person maybe defined as someone at least 50 years of age;
- Is not obligated for the support of the person(s); and
- Would not be living in the unit except to provide care for the person(s).
- A live-in aide is treated differently than family members:
- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
- Live-in aide is not subject to Non-Citizen Rule requirements; and
- Live-in aide will not be considered as a remaining member of the applicant or participant family.

A live-in aide may only reside in the unit with the prior written approval of the KCHA and owner. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker or case worker. The verification must specifically state that a live-in aide is essential for the daily care of the family member who is elderly, near-elderly or disabled.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

The live-in aide's family members may also reside in the unit with the KCHA and owner's prior written approval. The presence of the live-in aide's family members must not overcrowd the unit.

At any time, KCHA may refuse to approve a particular person as a live-in aide or may withdraw such approval if the person:

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- Commits drug-related criminal activity or violent criminal activity; or
- Currently owes rent or other amounts to the KCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two (or more) otherwise eligible families and the new families both claim the same placement on the waiting list, and there is no court determination, KCHA will make the decision as to which household should receive a subsidy taking into consideration the following factors:

- Which family member applied as head of household.
- Which family unit retains the children or disabled or elderly member(s);
- Restrictions that were in place at the time the family applied;
- Role of domestic violence in the split; and
- Recommendations of social service agencies or qualified professionals, such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by KCHA.

Multiple Families in the Same Applicant Household

When a family, which consists of two or more families living together (such as a mother and father and a daughter with her own husband or children), applies for assistance, KCHA will treat the family as a single-family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

There will be a self-certification required of families who claim joint custody of temporary guardianship.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

D. ELIGIBILITY FACTOR 2: INCOME LIMITATIONS

In order to be eligible for assistance, an applicant must be either a:

- Very low income family, as defined by the very low-income limits published by HUD in the *Federal Register* for the Kankakee County MSA; or

- Low income family in any of the following categories:

  - Continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act Program within 60 days of Voucher issuance. Programs include Public Housing, all Section 8 Programs, and all Section 23 programs.

  - Physically displaced by rental rehabilitation activity under 24 CFR Part 511.

  - Non-purchasing family residing in a HOPE 1 or HOPE 2 project.

  - Non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.

  - Displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

  - Non-purchasing family residing in a project subject to a resident homeownership program.

To determine if the family is income eligible, the KCHA compares the annual income of the family to the applicable income limit for the family's size. Families whose annual income exceeds the income limit will be denied admission, notified of the denial and offered an informal review.

For initial lease-up, portability families must be within the applicable income limit for the jurisdiction in which they want to live.

E. ELIGIBILITY FACTOR 3: SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members age six or older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program. Family members who have not been issued a Social Security Number must certify to this fact. Guardians or another adult family member must certify for children under the age of 18. Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days. Failure to furnish verification of social security numbers or certify that no number has been issued is grounds for denial or termination of assistance.

F. E LIGIBILITY FACTOR 4: CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be an U.S. Citizen or have legal immigrant status. Individuals who are neither may elect not to declare their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. Individuals claiming

eligible immigration status must present appropriate immigration documents, which must be verified through the Immigration and Naturalization Service (INS).

The citizenship and eligible immigration status of each member of the family is considered individually before the family's eligibility is determined. Families including ineligible members may be classified as mixed families or as ineligible families.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed families." Mixed families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

Ineligible Families. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal hearing.

Non-citizen students are not eligible for assistance. A non-citizen student is a person admitted to this country temporarily solely for the purpose of pursuing a course of study who has a residence in another country that the person has no intention of abandoning.

Appeals. Individuals whose eligible immigration status cannot be verified through INS may appeal to INS. An applicant who is denied Section 8 eligibility due to ineligible immigration status is entitled to an informal hearing exactly like those provided for participants.

G. ELIGIBILITY FACTOR 5: EVICTED FOR DRUG-RELATED CRIMINAL ACTIVITY

Drug-related activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means *on or off* the premises, not just*on or near* the premises.

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for a three-year period beginning on the date of such eviction.

The KCHA will waive this requirement if:

> The person demonstrates successful completion of a rehabilitation program approved by the KCHA, or
>
> The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

H. SUITABILITY OF FAMILY

KCHA may take into consideration any of the grounds for denial of assistance identified in Chapter 16 of this Administrative Plan but may not otherwise screen for factors which relate to the suitability of the applicant family as participants. It is the responsibility of the owner to screen the applicant as to their suitability for tenancy.

KCHA will advise families how to file a Fair Housing complaint, if they believe that the owner has discriminated against them. KCHA may also report the owner to HUD's Office of Fair Housing/Equal Opportunity or the local fair housing organization.

I. CHANGES IN ELIGIBILITY PRIOR TO ISSUANCE

Changes that occur during the period between placement on the waiting list and issuance of a Voucher may affect the family's eligibility or Total Tenant Payment. If applicants are found to be ineligible, they will be notified in writing of their ineligible status and their right to an informal review.

J. NOTIFICATION TO INELIGIBLE FAMILIES

Applicants who are determined to be ineligible will be notified in writing of the reason for denial of assistance. This notification will include the opportunity to request an informal review (or an informal hearing if they were denied due to noncitizen status) pursuant to the following. See Chapter 19 for information about reviews and hearings.

CHAPTER 3:
APPLYING FOR ADMISSION

A. INTRODUCTION

The policy of KCHA is to ensure that all families who express an interest in the Voucher Program are given an equal opportunity to apply and are treated in a fair and consistent manner. Chapter 3 describes the policies and procedures for opening and closing the waiting list, completing an application for assistance, placement and denial of placement on the waiting list, maintaining the waiting list, and limitations on who may apply.

All families wishing to apply for housing assistance shall complete an application for housing. Applications will be accepted at the following location: Kankakee County Housing Authority, 185 N. St. Joseph Street, Kankakee County, IL 60901. Applications may be made in person at this location during specified dates and business hours posted in KCHA's office.

Individuals who have a physical impairment which would prevent them from completing an application in person may call the Authority to make special arrangements to complete the housing application. A Telecommunication Device for the Deaf (TDD) is available for hearing impaired persons. If the applicant is visually impaired, all notices will be in a format understandable by the applicant.

B. OPENING AND CLOSING THE WAITING LIST

As needed, KCHA will open the waiting list by advertising through public notice in local newspapers, minority media, minority civic clubs and service agencies. KCHA will communicate the status of housing availability to other service providers in the community, such as agencies serving individuals with special needs, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance. KCHA will continuously monitor and evaluate outreach activities to ensure that information reaches the widest possible audience for which applications are being accepted. The notice will contain:

- Dates, times and locations where families may apply.
- Programs for which applications will be taken.
- Brief description of the program(s).
- Limitations, if any, on whom may apply.
- KCHA address, telephone number and business hours.

The notices will provide potential applicants with information regarding how to submit an application, and information on eligibility requirements. Upon request from a person with a disability (determined on a case-by case basis), additional time may be given as an

accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

When the waiting list is open, all interested families and persons are given the opportunity to apply. If the Section 8 waiting list is open when a person applies for public housing, KCHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, KCHA must offer to place the family on the public housing waiting list.

KCHA may stop accepting applications if there are enough applications to fill anticipated openings for the next 24 months. The waiting list may not be closed if it would have a discretionary effect inconsistent with applicable civil rights laws. The KCHA will announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 24 months. In evaluating whether to close its Section 8 waiting list, KCHA will consider the expected number of Vouchers to be issued per year, the number of current applicants and the anticipated waiting time. KCHA will give at least 10 days notice prior to closing the waiting list. When the period for accepting applications is over, KCHA will add the new applicants to the list by order of date, and time of application.

C. APPLICATION

KCHA will utilize an application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, KCHA staff may assist the applicant in completing the application over the telephone. It may also be mailed. The purpose of the application is to permit KCHA to preliminarily place the applicant on the waiting list. The application will contain, but is not limited to questions designed to obtain the following information:

- Names of adult members and age of all members;
- Sex and relationship of all members;
- Street address and phone numbers;
- Mailing address (if P.O. Box or other permanent address);
- Amount(s) and source(s) of income received by household members;
- Information regarding disabilities to determine qualifications for allowances and deductions;
- Social Security Numbers;
- Race/ethnicity; and
- Request for specific accommodation needed to fully utilize program and services.

Duplicate applications will not be accepted.

Applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility

will be determined when the full application process is completed and all information is verified.

D. APPLICANT STATUS WHILE ON THE WAITING LIST

The family will be notified in writing. This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the application, KCHA will notify the family in writing, state the reason(s), and inform the family of its right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

E. MAINTAINING AND PURGING THE WAITING LIST

Applicants are required to inform KCHA of changes in circumstances while on the waiting list. These may include changes in address, family composition, or preference status. Applicants are required to notify the KCHA in writing when their circumstances change.

The waiting list will be purged approximately every year, not more than one time per year by a mailing to all applicants. Applicants are be required to respond to mailings from KCHA to update information on their applications and to determine their continued interest in and need for assistance.

F. WAITING LIST SELECTION

When funding is available, applicants will be selected from the waiting list according to date and time of application, and income targeting requirements, regardless of family size.

When there is insufficient funding available for the family at the top of the list, KCHA will not admit any other applicant until funding is available for the first applicant.

KCHA will maintain information that permits proper selection from the waiting list. The waiting list contains, but is not limited to the following information for each applicant listed:

- Applicant Name
- Family Unit Size (number of bedrooms family qualifies for under PHA subsidy standards)
- Date and time of application
- Annual (gross) family income
- Number of persons in family
- Racial or ethnic designation of the head of household
- Targeted program qualifications

The application will be a permanent file. All applicants in the pool will be maintained by date and time of application.

G. WAITING LIST PREFERENCES

Income Targeting

A minimum of 75% of the families admitted to KCHA's Voucher program during each fiscal year must be extremely low-income families. An extremely low-income family is one whose annual income does not exceed 30% of the area median income.

KCHA will monitor admissions to the Voucher program at the end of each quarter throughout the fiscal year. If, at the end of any quarter, extremely low-income families make up less than 75% of admissions for the fiscal year to date, KCHA will give priority to extremely low-income families in until extremely low-income admissions again make up 75%.

Local Preferences

The KCHA does not currently implement any local preferences. KCHA will select applicants pursuant to the annual admissions and income targeting requirements noted above and based upon their eligibility, and date and time of application.

H. SPECIAL ADMISSIONS

When HUD awards special funding for certain family types or specific eligibility criteria, KCHA will admit these families under a special admissions procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. KCHA maintains separate records of these admissions.

I. TARGETED FUNDING

When HUD awards special funding for certain family types or specific eligibility criteria, families who qualify are selected from the existing waiting list. Additionally, applicants who meet specific program criteria will be allowed to submit an application, notwithstanding if the waiting list is closed. Assistance is offered to the first (based on date of application) eligible family on the waiting list meeting the targeted funding criteria.

J. ELIGIBILITY DETERMINATION

Applicant Interview and Completion of Full Application

When an applicant is selected from the waiting list, KCHA schedules an interview to complete or update the application, discuss the family's circumstances in greater detail, clarify information that has been provided by the family, and ensure that the information is complete. The interview, which must be attended by the head of household and spouse or co-head, is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process. During the interview, applicants will be required to update the household's application by writing in and initialing any changes to the family's

circumstances and by certifying that all information is complete and accurate.

All adult members are required to attend the interview and sign the housing application. Exceptions may be made for students attending school out of state/members for whom attendance would be a hardship.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 days to review the information and to certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than three days from the original appointment date. The request must be made to the staff person who scheduled the interview.

If the applicant does not reschedule or misses two scheduled interviews, KCHA will remove the applicant from the waiting list.

Reasonable accommodations will be made for persons with a disability or elderly persons.

All adult members must sign Form HUD-9886, Authorization for the Release of Information, the declarations and consents related to citizenship or immigration status and any other documents required by the KCHA. Applicants will be required to sign specific verification forms for information that is not covered by Form HUD-9886. Failure to do so will be cause for denial of assistance.

If KCHA determines at or after the interview that additional information or document(s) are needed, the KCHA will request the document(s) or information in writing. The family will be given 10 days to supply the information. If the information is not supplied in this time period, the KCHA will remove the applicant from the waiting list.

Verification

Information provided by the applicant will be verified, using the verification procedures in Chapter 8. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time a Voucher is issued. See Chapter 8, Verification Procedures.

Final Determination and Notification of Eligibility

After the verification process is completed, the KCHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the KCHA, and the current eligibility criteria in effect. The KCHA will notify the

family in writing as to their eligibility for the Voucher Program. If the family is determined to be eligible, the KCHA will schedule a briefing. During the briefing, the applicant is issued a Voucher and the informational packet is provided and reviewed. If the applicant is determined to be ineligible, the applicant has the opportunity to request an informal review.

K. REMOVAL FROM THE WAITING LIST

Applicants shall be removed from the waiting list for the following reasons:

- Failure to respond to written communications regarding failure to comply with application update, applicant interview, and applicant briefing requirements. Any mailings to applicants which require a response will state that failure to respond within 10 days will result in the applicant's name being dropped from the waiting list. An extension of five days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability. If an applicant fails to respond to a mailing from KCHA, the applicant will be sent written notification and given five days to contact KCHA. If they fail to respond within seven days, they will be removed from the waiting list.

- If an applicant did not respond to KCHA's request for information or updates because of a family member's disability, KCHA will reinstate the applicant in the family's former position on the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

- If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a Director determines there were circumstances beyond the person's control. The following exceptions, if determined to exist, will be acceptable to warrant reinstatement:

  - Hospitalization;
  - Death in Family; and
  - Illness,

where they are confirmed.

CHAPTER 4:
DENIAL OF ASSISTANCE

A. INTRODUCTION

This chapter describes when KCHA may deny assistance. If denial is based upon behavior resulting from a disability, the KCHA will delay the denial in order to determine if there is an accommodation that would mitigate the behavior resulting from the disability.

B. GROUNDS FOR DENYING ASSISTANCE

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the KCHA waiting list.
- Denying issuance of a voucher.
- Refusing to enter into a HAP contract or approve a lease.
- Refusing to process or provide assistance under portability procedures.

Mandatory Denial of Assistance

KCHA must deny assistance to applicants if:

- Any member of the family fails to sign and submit to HUD or KCHA required consent forms for obtaining information.
- No member of the family is a U.S. citizen or eligible immigrant.

KCHA will deny assistance to an applicant for any of the following reasons:

- Any household member has been evicted from federally assisted housing for drug-related criminal activity.
- Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- Any family member has been evicted from federally assisted housing in the last five years.
- If KCHA has ever has ever terminated assistance under the program for any member of the family.
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

The family has violated any family obligation under the program as listed in 24 CFR 982.551.

- The family currently owes rent or other amounts to KCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.

- The family breaches an agreement with KCHA to pay amounts owed to KCHA, or amounts paid to an owner by KCHA.

- The family has engaged in or threatened abusive or violent behavior toward KCHA personnel.

  – "Abusive or violent behavior towards KCHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial.

  – "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

  – Actual physical abuse or violence will always be cause for denial of assistance.

- KCHA will deny participation in the program to applicants in cases where it determines that there is reasonable cause to believe that the person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where KCHA determines that there is a *pattern* of illegal use of a controlled substance, or *pattern* of alcohol abuse.

  – KCHA will consider the use of a controlled substance or alcohol to be a *pattern* if there has been more than one incident during the previous 12 months.

  – KCHA may waive this policy if the person demonstrates to its satisfaction that s/he is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

    * Has successfully completed a supervised drug or alcohol rehabilitation program;

    * Has otherwise been rehabilitated successfully; or

    * Is participating in a supervised drug or alcohol rehabilitation program.

- Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. These families will be denied for admission for life.

Housing Authority Discretion

In deciding whether to deny assistance because of action or failure to act by members of the family, KCHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the length of time since the violation occurred. It may also review the family's more recent record of compliance and consider the effects of denial of assistance on other family members who were not involved in the action or failure to act.

Rehabilitation or a change in circumstances may be considered prior to denying assistance to applicants who were evicted from federally assisted housing for drug related activity or have abused alcohol or used illegal drugs.

For applicants evicted for drug related activity, the KCHA may consider whether the member who was evicted has successfully completed a supervised drug rehabilitation program approved by KCHA; or the circumstances leading to an eviction no longer exist (for example, the criminal household member has died or is imprisoned.)

For applicants who have abused alcohol or used illegal drugs, the PHA may consider whether the member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.

KCHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. KCHA may permit the other members of a family to continue in the program.

Burden of Proof

For denial due to drug-related, violent and other criminal activity KCHA may require the household to submit sufficient evidence that the members of the household have not engaged in drug-related criminal activity during a reasonable period (three years), before admission to the program.

In determining whether to deny assistance due to the abuse of alcohol or illegal use of a drug by a household member, the KCHA may require the applicant to submit evidence of current participation in, or successful completion of a supervised drug or alcohol rehabilitation program.

Access to Criminal Records

- The final rule authorizes PHAs administering tenant-based Section 8 programs to obtain criminal conviction records and requires the PHA to conduct criminal history background checks to determine whether an applicant is subject to a lifetime state's sex offender registration requirement.

- The PHA may request criminal conviction records for an adult member of a household that is applying for admission to the Section 8 tenant-based program. Records may also be requested for adults applying or residing in public housing or buildings with Section 8 project-based assistance.

- The criminal conviction records received by the PHA may not be used for lease enforcement or eviction of residents receiving Section 8 tenant-based assistance.

- An adult is a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law.

- The proposed rule would permit the law enforcement agency or an agency responsible for information on registered sex offenders to charge the PHA a reasonable fee for releasing criminal conviction records.

- PHAs may be asked by owners of buildings with Section 8 project-based assistance to assist with screening, lease enforcement or eviction.

Explanations and Terms

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance *on or off the* premises.

Drug-related criminal activity does not include the prior use or possession of a controlled substance if the family member had an addiction to the substance and has recovered or is recovering from the addiction and does not currently use or possess the substance.

Violent criminal activity includes any criminal activity engaged in by any family member that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.

Denial of assistance is always optional except where this Plan or the regulations state otherwise.

Confidentiality of Criminal Records

KCHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal

liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible includes documentation of drug raids or arrest warrants.

KCHA may pursue fact-finding efforts as needed to obtain credible evidence.

C. PROCEDURES FOR NON-CITIZENS

Ineligibility due to Ineligible Immigrant Status

Applicant families in which no members are U.S. citizens or eligible immigrants are ineligible for assistance. They must be given an opportunity for a hearing.

False or Incomplete Information

When the KCHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the KCHA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The KCHA will then verify eligible status and deny or prorate as applicable.

The KCHA will deny assistance based on the submission of false information or misrepresentations.

Procedure for Denial

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with KCHA either after the INS appeal or in lieu of the INS appeal.

After KCHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable). Applicants determined to be ineligible due to citizenship status will be informed in writing of their right to request an informal hearing.

D. MISSED APPOINTMENTS AND DEADLINES

An applicant who fails to keep two appointments or to supply information required by a deadline without notifying KCHA may be sent a Notice of Denial of Assistance for failure to provide required information.

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency.
- Incarceration.
- Family emergency.

Official Documentation must be provided that verifies one of the three emergencies.

Procedure When Appointments Are Missed or Information Not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a Notice of Denial of Assistance.

CHAPTER 5:
SUBSIDY STANDARDS
[24 CFR 982.54(d)(9)]

A. INTRODUCTION

HUD guidelines require that KCHA establish subsidy standards for the determination of Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used must be within the minimum unit size requirements of HUD's Housing Quality Standards (HQS). This chapter explains the subsidy standards used to determine the voucher size for various-sized families when they are selected from the waiting list, as well as KCHA's procedures when a family's size changes, or a family selects an apartment size that is different from the family's Voucher.

B. DETERMINING VOUCHER SIZE

KCHA does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom on the Voucher. KCHA's subsidy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements. The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, KCHA assigns one bedroom to two people within the following guidelines:

- Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.
- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under five).
- Foster children will be included in determining unit size only if they will be in the unit for more than six months.
- Space may be provided for a child who is away at school or a spouse who is away in the military.
- Adults of different generations will have separate bedrooms.
- Single person families shall be allocated an efficiency unit or one bedroom Voucher.
- A family that consists of a pregnant woman (with no other persons) will be treated as a two-

person family. [24 CFR 982.402(5)]

- A live-in attendant will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
Efficiency	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8
5 Bedroom	5	10
6 Bedroom	8	12

C. EXCEPTIONS TO SUBSIDY STANDARDS

KCHA shall grant exceptions from the subsidy standards if the family requests and KCHA determines that the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

KCHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a verified medical or health reason; or elderly persons or persons with disabilities who may require a live-in attendant**.**

A family may request a larger sized Voucher than indicated by KCHA's subsidy standards. Such request must be made in writing within 10 days of KCHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

If KCHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

Changes in Household Composition

The Voucher size is determined prior to the briefing by comparing the family composition to KCHA subsidy standards. If an applicant requires a change in the Voucher size, the above referenced guidelines will apply.

The family obligations require the family to inform KCHA of the birth, adoption or court-awarded custody of a child, except when the family has custody of a minor, and to request KCHA approval to add any other family member as an occupant of the unit. The family must document custody to be allowed to add minors to the household. The family must request prior

approval of additional household members in writing. KCHA may deny requests to add household members who would cause the family to be under housed and require a larger unit size.

If the family does not obtain prior written approval from KCHA, any person the family has permitted to move in will be considered an unauthorized household member.

Likewise, if a family member leaves the household, the family must report this change to KCHA and the owner, in writing, within 30 days of the change and certify as to whether the person is temporarily or permanently absent.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

KCHA will conduct an interim recertification for changes that affect the Total Tenant Payment in accordance with the interim recertification policy and will require verification that the family member reported to have left the household has a new address.

Under-Housed and Over-Housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit has become too small), KCHA will issue a new Voucher and assist the family in locating a suitable unit.

D. UNIT SIZE SELECTED

The family may select a different size unit than that listed on the Voucher within the following criteria:

- Subsidy Limitation: KCHA will apply the Payment Standard for the smaller of (1) the bedroom size shown on the Voucher or (2) the size of the actual unit selected by the family.

- Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual bedroom size of the unit the family selects, regardless of the size authorized on the family's Voucher.

- Housing Quality Standards (HQS): Generally, HQS allow two persons per bedroom or sleeping room and permit maximum occupancy levels as shown in the table below. HQS allow living space (other than kitchen and bathroom) to be utilized as a sleeping room, provided it meets minimum footage, lighting, and other requirements. The sleeping room will not be counted as a bedroom for purposes of determining Voucher subsidy standards.

CHAPTER 6:
FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION
[24 CFR Part 5, Subparts E and F; 982.153, 982.317, 982.551]

A. INTRODUCTION

KCHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with Federal Regulations and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. KCHA's policies in this Chapter address those areas that allow KCHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

B. INCOME

Definitions

Income includes all amounts which are received on behalf of the family. For the purposes of calculating TTP, HUD defines what is to be included and what is to be excluded as income in the Federal Regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Annual income is the amount of income prior to any HUD allowable expenses or deductions and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Averaging Income

When Annual Income cannot be anticipated for a full twelve months, KCHA may:

1. Average known sources of income to compute an annual income, or

2. Annualize current income.

The method used depends on the regularity, source and type of income.

If there are bonuses or overtime pay which the employer cannot anticipate for the next 12 months, bonuses and overtime received the previous year will be used unless the employer certifies that these payments are expected to be different in the coming year.
If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

C. INCOME OF TEMPORARILY AND PERMANENTLY ABSENT FAMILY MEMBERS

Temporarily Versus Permanently Absent

KCHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Temporarily absent is defined as away from the unit for less than 30 days.

Income of persons permanently absent will not be counted. Any member of the household will be considered permanently absent if s/he is away from the apartment for two consecutive months or sixty days except as otherwise noted in this Chapter.

It is the responsibility of the head or co-head of household or spouse to report changes in family composition. The KCHA will evaluate absences from the unit using the above policy guidelines.

The family will be required to notify the KCHA in writing within thirty (30) days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

If the family member will be permanently absent from the unit, the family must provide verification of the person's new address.

A time extension will be granted as an accommodation upon request by a person with a disability or handicap or health related reasons.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

If a member of the household is subject to a court order that restricts him/her from the home for more than six months, the person will be considered permanently absent.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit but has not moved out of the unit. In cases where the family has moved out of the unit, KCHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required to notify both KCHA and the owner before they move out of a unit and to provide information about any family absence from the unit. Families must notify KCHA and the owner if they are going to be absent from the apartment for more than 30 consecutive days.

HUD regulations require KCHA to terminate assistance if the entire family is absent from the apartment for a period of more than 180 consecutive calendar days. "Absence" means that no family member on the lease is residing in the apartment.

In order to determine if the family is absent from the apartment, KCHA may: write letters to the family at the unit; telephone the family at the unit; interview neighbors and verify if utilities are in service.

A person with a disability or a verified health reason may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD allowed 180 consecutive calendar days limit.

If requested by the family, KCHA may reinstate the family as an accommodation if the following applies:

- The absence, which resulted in termination of assistance, was due to a person's disability, age or health reason;
- KCHA can verify that the person was unable to notify the Authority in accordance with the family's responsibilities; and
- Funding is available.

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, KCHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will be considered temporarily absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the KCHA's "Absence of Entire Family" policy.

Absence Due to Incarceration

If the sole member is incarcerated for more than 90 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for three consecutive months or 90 days.

Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the KCHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with the KCHA's subsidy standards.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period of time, KCHA will treat the adult as a visitor until a determination of custody is made.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

When custody is determined, the income of the caretaker will be counted as family income for purposes of determining TTP.

Absence Due to Full-Time Student Status

A full-time student (other than head or co-head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.

If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for a determination of Voucher size.

Minors and college students, who were part of the family but who now live away from home during the school year and are no longer on the lease, may visit for up to 90 days per year without being considered a member of the household. If the family decides that the member is temporarily absent, any income earned by the full-time student up to $480 a year will be counted as family income.

Visitors

Any adult not included on the Form HUD-50058, may be considered to be living in the unit as an unauthorized household member.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the KCHA will terminate assistance since prior approval was not requested or received for the addition.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors and/or the landlord will also be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

D. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the KCHA will calculate income as follows and will use the income figure which would result in a lower payment by the family:

- Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member; or

- Include the income and deductions of the member if his/her income goes to a family member.

E. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every three month or more frequently will be considered a “regular” contribution or gift, unless the amount is less than $100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

If the family’s expenses exceed its known income, the KCHA will question the family about contributions and gifts.

F. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the KCHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount. KCHA will accept as verification that the family is receiving an amount less than the award if:

- KCHA receives verification from the agency responsible for enforcement or collection.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

G. ASSETS AND INCOME FROM ASSETS

When net family assets are $5,000 or less, the actual income earned from assets is added to annual income. When net family assets exceed $5,000, the amount added to annual income as income from assets will be the greater of:

- Actual income from assets; or
- The amount that results from multiplying net family assets by the passbook rate established by the HUD Field Office for Kankakee County.

The value of family assets is the cash value of the asset to the family. The cash value is determined by subtracting from the current market value any expense that would be incurred to turn the asset into cash.

Lump-Sum Receipts

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, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but may be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

When KCHA is unable to verify income due to delays in processing a change to unemployment or welfare benefits, KCHA will calculate an interim rent decrease based on income sources without the unemployment or welfare payments. When the family's benefit payment has been approved, a second interim will be conducted to add the benefit income. The total income calculated in the second interim will include the family's regular periodic welfare or unemployment payment plus all of the lump-sum payment the family received as a result of the processing delay.

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Contributions to Retirement Funds

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, KCHA will count as an asset only the amount the family can withdraw without retiring or terminating employment.
- After retirement or termination or employment, KCHA will count any amount the employee elects to receive as a lump-sum.

Assets Disposed of for Less Than Fair Market Value

KCHA must count assets disposed of for less than fair market value during the two years preceding certification or recertification. KCHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure, bankruptcy, divorce, or separation are not considered to be assets disposed of for less than fair market value.

The KCHA's minimum threshold for counting assets disposed of for less than Fair Market value is $10,000. If the total value of assets disposed of within a one-year period is less than $10,000, they will not be considered an asset.

H. ADJUSTED INCOME

Adjusted Income is defined as Annual Income minus any HUD allowable deductions.

HUD has five allowable deductions from Annual Income:

- *Dependent allowance*: $480 each for family members who are minors (other than the head or spouse or co-head) and for family members who are 18 years or older and full-time students or disabled.

- *Reasonable Child Care Expenses:* Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment.

- *Elderly/disabled allowance*: $400 per family for families whose head or spouse is 62 or over or disabled.

- *Allowable medical expenses*: Unreimbursed medical expenses which exceed three percent of Annual Income may be deducted for all family members of an eligible elderly/disabled family.

- *Allowable Disability Assistance Expenses:* Unreimbursed expenses exceeding three present of Annual Income which are for attendant care or auxiliary apparatus for persons with disabilities, may be deducted when the expenditure enables the individual or an adult family member to work. If a family has both Disability Assistance and Medical Expenses, the three percent of Annual Income is applied only once and always to the Disability Assistance expense first.

Child Care Expenses

Reasonable child care expenses for children under 13 years of age may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

- The abuser in a documented child abuse situation, or

- A person with disabilities or handicaps, or an older person unable to take care of a small child, as verified by reliable, knowledgeable professional, such as a doctor, social worker or case worker.

The maximum child care expense allowed is based on the following guidelines:

- Child care to work: Child care expenses allowed must be less than the amount earned by the person enabled to work. The person enabled to work will be the adult member of the household who earns the least amount of income from working.

- Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Medical Expenses

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, KCHA will refer to IRS Publication 502 as a guide.

Non-prescription medicines, supplies, apparatus must be doctor-recommended (written verification required) in order to be considered a medical expense. The family is required to furnish legible receipts.

I. "MINIMUM RENT" AND MINIMUM FAMILY CONTRIBUTION

Families are required to pay a minimum TTP (rent and utilities) of $50 a month.

KCHA may grant an exception to the minimum rent requirement when a family documents that the minimum rent would create a hardship because:

- Family has lost eligibility or is awaiting an eligibility determination for a Federal or local assistance program;
- Family would be evicted as a result of imposing the minimum rent requirement;
- Family's income has decreased because of changed circumstances including the loss of employment; or
- There has been a death in the family.

If a family requests a minimum rent hardship exception, KCHA will suspend the minimum rent charge and adjust the HAP payment effective the beginning of the month following the family's hardship request.

KCHA may request documentation of the hardship and will determine promptly whether a hardship exists and whether it is temporary or long term.

If KCHA determines that no hardship exists, the minimum rent will be imposed retroactively to the time of suspension.

If the hardship is determined to be temporary, the minimum rent will not be imposed for a period of 90 days from the date of the family's request but, at the end of that period, the minimum rent will be imposed retroactively to the time of suspension. A reasonable repayment agreement to cover minimum rent charges accumulated during the suspension will be offered.

If KCHA determines the hardship to be of long-term duration, the family will receive an exemption until the hardship no longer exists.

J. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or TANF, are reduced due to family error, omission, or misrepresentations, KCHA will use the gross amount of the benefit. If the family's benefits are reduced through no fault of the family, KCHA will use the net amount of the benefit.

If a family's welfare benefits are reduced, in whole or in part, for a family member because of fraud or because of a welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, KCHA will not reduce the rent to reflect the lost benefit. KCHA will include in the family's annual income for purposes of determining rent, an imputed welfare income. Imputed welfare income is the amount of annual income not actually received by a family as a result of a welfare benefit reduction, that is included in the family's income for purposes of calculating rent.

KCHA will request from the welfare agency the amount and term of any specified welfare benefit reduction for a family member and will use this information to determine the amount of the imputed welfare income for a family.

KCHA will also obtain written verification that the benefit reduction was caused by non-compliance or by fraud before denying a family's request for recertification of income and rent reduction. The prohibition against reducing rent will not apply when TANF benefits are lost because the lifetime limit on receipt of benefits has expired or in a situation where the family has complied with welfare requirements but cannot obtain employment. Any family denied a rent reduction after a loss of welfare benefits will be informed of its right to an informal hearing.

KCHA will not include imputed income in the annual income of a family who was on the waiting list at the time the sanction was imposed by the welfare agency.

K. PRO-RATION OF ASSISTANCE FOR "MIXED" FAMILIES

Pro-ration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

Pro-rated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

L. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

KCHA will maintain an up-to-date utility allowance schedule. The Utility Allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from the Total Tenant Payment to establish the family's rent to the landlord. The allowance is 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. Allowances are not based on the individual family's actual energy consumption.

KCHA will review and revise the utility allowance schedule annually. Revised utility allowances will be applied in a participant family's rent calculation at its next reexamination.

The approved utility allowance schedule is given to families at each briefing. The utility allowance is based on the actual unit size selected.

Where the utility allowance exceeds the family's Total Tenant Payment, KCHA will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant.

CHAPTER 7:
VERIFICATION PROCEDURES
[24 CFR Part 5, Subparts B, D, E and F; 982.108]

A. INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by KCHA. Applicants and program participants must furnish proof of their statements whenever required by the KCHA, and the information they provide must be true and complete. KCHA's verification requirements are designed to maintain program integrity. This Chapter explains KCHA procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and family composition. KCHA will ensure that proper authorization from the family is always obtained before making verification inquiries.

B. METHODS OF VERIFICATION AND TIME LIMITS

KCHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

KCHA will allow two weeks for return of third-party verifications and one week to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 90 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically (faxed) directly from the source are considered third party written verification.

Third party verifications will not be hand carried by the family with the following exception. KCHA will accept verifications in the form of computerized printouts from the following agencies:

- Social Security Administration
- Veterans Administration

- Welfare Assistance
- Unemployment Compensations Board
- City or County Courts

KCHA will send requests for third party verifications to the source at all times regardless of whether the family provides a computerized printout.

Third-Party Oral Verification

Oral third-party verification will be used when written, third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a "Certification of Document Viewed or Person Contacted" form. On the form, staff must note with whom they spoke, the date and time of the conversation, and the facts provided. KCHA staff will compare the information provided to any documents provided by the Family. If verification is provided by telephone, KCHA staff must originate the call.

Review of Documents

In the event that third-party verification is unavailable or the information has not been verified by the third party within three weeks, KCHA will complete a Certification of Document Reviewed or Person Contacted and utilize documents provided by the family as the primary source of verification, only if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed but cannot be photocopied, staff viewing the documents(s) will complete a "Certification of Document Viewed or Person Contacted" form.

The KCHA will accept the following documents from the family, provided there is no evidence of tampering and that the document contains sufficient information.

- Printed wage stubs;
- Computer print-outs from the employer;
- Signed letter (provided that the information is confirmed by phone); and
- Other documents noted in this Chapter as acceptable verification.

The KCHA will accept electronic (faxed) documents. KCHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, KCHA will utilize the third-party verification.

KCHA will not delay the processing of an application beyond 30 days because a third-party information provider does not return the verification in a timely manner.

Self-Certification/Self Declaration

When verification cannot be made by a third-party verification or review of documents, families will be required to submit a self-certification. Self-certification means a notarized statement and must be witnessed.

C. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the Form HUD-9886, Authorization for Release of Information. Each member requested to consent to the release of information will be required to review and sign appropriate forms. Copies will be provided upon request.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the KCHA or HUD.

D. COMPUTER MATCHING

Where allowed, computer matching may be used to verify the accuracy of income reporting.

KCHA will utilize the HUD established computer based Tenant Eligibility Verification System (TEVS) tool for obtaining social security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration.

When the computer matching results in a discrepancy with information in the KCHA records, KCHA will follow up with the family and verification sources to resolve this discrepancy. If the family is unreported or underreported income, KCHA will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

When the family furnishes KCHA with a letter or notice from HUD concerning the amount or verification of income, KCHA will verify the accuracy o income information contained in the notice and will as appropriate, change the amount of the Total Tenant Payment, family rent to owners and housing assistance payment; or terminate assistance.

E. ITEMS REQUIRING VERIFICATION

- All income not specifically excluded by the regulations.
- Zero-income status of household.
- Full-time student status including high school students who are 18 or over.
- Current assets, including assets disposed of for less than fair market value in the preceding two years.
- Child care expense when child care allows an adult family member to be employed, to seek employment, or to further his/her education.

- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.
- U.S. citizenship or eligible immigrant status.
- Social Security numbers for all family members six years of age or older who have been issued a number.
- Qualification of preferences.
- Familial/marital status when needed for head or spouse definition.
- Disability status for determination of preferences, allowances or deductions.
- Pregnancy of a woman who applies to live alone as a family.
- Documentation for need of live-in aide.
- Insurance/ownership/tax form ID of property owner.
- Any other information required to ensure program compliance.

F. VERIFICATION OF INCOME

Employment Income

Acceptable methods for verifying employment income include, in this order:

- Employment verification form completed by the employer or completed by KCHA staff via telephone conversation with employer when staff initiates the call.
- Check stubs or earning statements indicating the employee's gross pay, frequency of pay or year to date earnings.
- W-2 forms plus income tax return forms.
- Income tax returns signed by the family for verification of self-employment income or income from tips and other gratuities.
- Employers must specify the following on the verification forms:
- Dates of employment;

- Amount and frequency of pay;
- Date of the last pay increase;
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months;
- Year to date earnings; and
- Estimated income from overtime, tips, bonus pay expected during next 12 months.

When doubt regarding income exists, applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income. Referrals to the IRS for confirmation will be made on a case-by case basis.

Social Security, Pensions, Supplementary Security Income(SSI) and Disability Income

Acceptable methods of verification include, in this order:

- Computer report electronically obtained through the Tenant Eligibility Verification System (TEVS) or a hard copy.
- Benefit verification form completed by agency providing the benefits.
- Award or benefit notification letters provided by the providing agency.
- Bank statements for direct deposits.

Unemployment Compensation

- Verification form completed by the unemployment compensation agency.
- Computer printouts from unemployment office stating payment dates and amounts.
- Payment stubs.

Welfare Payments or General Assistance

- KCHA verification form with computer printout completed by payment provider.
- Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- Computer-generated Notice of Action.

- Computer generated list of recipients from Welfare Department.

Alimony or Child Support Payments

- Copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

- Notarized letter from person paying the support.

- Copy of latest check and/or payment stub from a court trustee. KCHA must record the date, amount, and number of the check.

- Family's self-certification of amount received and the likelihood of support payments being received in the future, or self-certification that support payments are not being received.

- If payments are irregular, copy of separation or settlement agreement or divorce decree stating the amount and type of support and payment schedules *and* one of the following:

    - Statement from agency responsible for enforcing payments demonstrating that the family has filed for enforcement;

    - Welfare notice of action showing amounts received by the welfare agency for child support; or

    - Written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

- IRS Form 1040, including:
- Schedule C (Small Business);
- Schedule E (Rental Property Income); and
- Schedule F (Farm Income).

- Documents such as manifests, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The familywill be advised to maintain these documents in the future if they are not available.

- Credit report or loan application.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), KCHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

- Self-certification containing the following information:

  - Name of gift-provider;
  - Value of gift;
  - Regularity (dates) of gift; and
  - Purpose of gifts.

Zero Income Status

Families claiming to have no income will be required to file for assistance and execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household. KCHA may require a monthly review of families financial status

KCHA will request written verification from the agency that the family is not eligible for assistance, i.e., unemployment, AFDC, SSI, etc.

KCHA will request information from the IRS.

KCHA may check records of other departments in the jurisdiction that have information about income sources of customers.

Full-Time Student Status

- Written verification from the registrar's office or other school official.

- School records indicating enrollment for sufficient number of credits to be considered a full time student by the educational institution.

G. ACCEPTABLE METHODS FOR VERIFICATION OF INCOME FROM ASSETS

Checking and Savings Account Interest Income and Dividends

- KCHA verification forms completed by the financial institution.

- Account statements, passbooks, certificates of deposit.

- Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

- IRS Form 1099 from the financial institution, provided that KCHA adjusts the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements will be verified by:

- Letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months (A copy of the check paid by the buyer to the family is not sufficient, unless a breakdown of interest and principal is shown).

- Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

- IRS Form 1040 with Schedule E (Rental Income).

- Copies of latest rent receipts, leases, or other documentation of rent amounts.

- Documentation of allowable operating expenses of the property: tax statements, insurance invoice, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

- Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

H. ACCEPTABLE METHODS OF VERIFICATION OF ASSETS

KCHA will require the necessary information to determine the current cash value of the asset, i.e. the net amount the family would receive if the asset were converted to cash.

Family Assets

- Verification forms, letters, or documents from a financial institution or broker.

- Passbooks, checking account statements, certificates of deposit bonds, or financial statements completed by a financial institution or broker.

- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

- Real estate tax statements if the approximate current market value can be reduced from assessment.

- Financial statements for business assets.

- Copies of closing documents showing the selling price and the distribution of the sales proceeds.

- Appraisals of personal property held as an investment.

- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value

KCHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, the verification or certification must show:

- All assets disposed of for less than fair market value;
- Date assets were disposed of;
- Amount the family received; and
- Market value of the assets at the time of disposition.

Third party verification will be obtained whenever possible.

I. ACCEPTABLE METHODS OF VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

- Written verification from the person who receives the payments. If the child care provider is an individual, a statement of the amount the individual is charging the family for the service. Verifications must specify the name of the child care provider, address, telephone number, Social Security number, names of children cared for, number of hours cared for, rate of pay, and typical yearly amount paid, including school and vacation periods.

- Family certification as to whether any of the child care payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with a disability or handicap will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by

one or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

- Written confirmation from the Social Security Administration indicating the amount of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

Attendant Care

- Reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or paycheck stubs from the agency providing the services.

- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. KCHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

KCHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation directly related to medical treatment.

Assistance to Persons with Disabilities

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently, independently to enable another family member to be employed.

- Family certification as to whether it receives reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care

- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

- Certification of family and attendant and/or copies of canceled checks that the family used to make payments.

Auxiliary Apparatus

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

- In the case where the person with disabilities or handicaps is employed, statement from the employer that the auxiliary apparatus is necessary for employment.

J. ACCEPTABLE METHODS OF VERIFICATION OF NON-FINANCIAL FACTORS

Legal Identity of Adults

- Current, valid Driver's License (Photo Only)
- U.S. military discharge (DD 214)
- U.S. passport
- Department of Motor Vehicles Identification Card (Photo only)
- Certificate of Birth, naturalization papers
- Church-issued baptismal certificate
- Voter's registration
- Company/agency identification card
- Hospital records
- Census data

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Legal Identify of Minors

- Certificate of Birth
- Adoption papers
- Custody agreement
- School records

Marital Status

- For divorce, certified copy of the divorce decree, signed by a Court Officer.

- For separation, a copy of court-ordered maintenance or other records.

- For marriage, copy of marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification as follows:

- To verify relationship, official identification showing names or birth certificates.

- To verify guardianship:

    - Court-ordered assignment;
    - Affidavit of parent;

- Verification from social services agency; or
- School records.

Examples of a stable family relationship include joint bank accounts or other shared financial transactions, leases or other evidence of prior cohabitation, and credit reports showing relationship.

Permanent Absence of Adult Household Member

- Legal papers documenting a spouse instituted a divorce action.
- Legal papers documenting a spouse instituted a legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled rent, drivers license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or prison stating how long member will be incarcerated.

Change of Family Composition

The KCHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspection, landlords, neighbors, school or Department of Motor Vehicles records, and other sources.

Disability

- Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7).
- Verification by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his/her status

once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the KCHA hearing is pending.

- Citizens or Nationals of the United States: Signed declaration under penalty of perjury. KCHA will not require citizens to provide documentation of citizenship.

- Eligible Immigrants who were Participants and 62 or over on June 19, 1995: Signed declaration of eligible immigration status and proof of age.

- Noncitizens with eligible immigration status: Signed declaration of status and verification consent form and submission of original immigration documents to KCHA, which are to be copied and returned to the family. KCHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, KCHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except, in the case of port-in families, if the initial PHA does not supply the documents, the KCHA must conduct the determination.

Extension must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstance. The KCHA will generally allow up to 60 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

Only the following documents are acceptable documents of eligible immigration, unless changes are published in the *Federal Register*.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)

- Employment Authorization Card (I-688B)
- Receipt issued by the INS for a replacement of any of the above documents that shows that the individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept by KCHA for five years.

Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members age six and older if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- Driver's license (photo only)
- Identification card issued by a Federal, State, or local agency
- Identification card issued by medical insurance company or provider, including Medicare and Medicaid.
- IRS Form 1099.
- Benefit award letter from government agency.
- Retirement benefit letter.
- Verification of benefits or Social Security Number from Social Security Administration.

New family members age six or older will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the KCHA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the KCHA. The applicant/participant or family member will have an additional 30 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the KCHA may grant an extension for an additional 30 days to a total of 60 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states he or she has not been issued a number, the family member will be required to sign a certification to that effect.

Medical Need for Larger Unit

- Written certification that a larger unit is necessary must be through a written certification from a reliable, knowledgeable professional.

CHAPTER 8:
BRIEFING AND VOUCHER ISSUANCE
[24 CFR 982.301, 982.302]

A. INTRODUCTION

KCHA's objectives are to assure that families selected to participate in the Housing Choice Voucher Program are successful in leasing a suitable apartment, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families are determined eligible, KCHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, KCHA procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program, including the benefits of moving outside areas of concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition, income, etc. will be handled.

B. ISSUANCE OF VOUCHERS

When funding is available, KCHA will issue Vouchers to eligible applicants. Voucher issuance must be within the dollar limitations set by the Annual Contributions Contract (ACC) budget.

The number of Vouchers issued must ensure that KCHA maintains maximum lease-up. KCHA performs a monthly calculation to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent KCHA can over-issue.

The KCHA may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers that are over-issued must be honored. If KCHA finds it is over-leased, it must adjust future issuance in order not to exceed the ACC budget limitations over the fiscal year.

C. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefing will be conducted in group and/or individual meetings as appropriate.

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The purpose of the briefing is to explain the documents in the Voucher Briefing Packet so that the family is fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The KCHA will not issue a Voucher to a family unless the household representative (head of household, co-head or spouse) has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings without prior notification and approval of KCHA, may be denied admission based on failure to supply information needed for certification. The KCHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet

The documents and information provided in the briefing packets will comply with all HUD requirements.

The family is provided with the following information and materials:

- Term of the Voucher and KCHA policy for requesting extensions to the term of the Voucher or suspensions of the Voucher.
- Description of the method used to calculate the Housing Assistance Payment and information on Payment Standards and utility allowance.
- Explanation of how the maximum allowable rent is determined, including procedures for determining rent reasonableness.
- Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy, and security.
- Explanation of the portability option.
- Sample of the HUD tenancy addendum.
- Request for Lease Approval form and a description of the procedure for requesting approval for a unit.
- KCHA policy on providing information about families to prospective owners.
- Subsidy Standards, including when and how exceptions are made and how unit size listed on Voucher relates to the unit size selected.

- HUD brochure, "A Good Place to Live" on how to select an apartment that complies with HQS.
- HUD brochure on lead-based paint and information about where blood level testing is available.
- Information on Federal, State, and local equal opportunity laws, including the pamphlet "Fair Housing: It's Your Right". KCHA will also include information on reporting suspected discrimination and the phone numbers of the Local Fair Housing Agency and the HUD enforcement office.
- Family Obligations under the program.
- Grounds for termination of assistance because of family action or failure to act.

Other Information to be Provided at the Briefing

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the KCHA, and the KCHA and the owner.

The briefing interview presentation emphasizes:

- Family and owner responsibilities.
- Where a family may lease a unit inside and outside its jurisdiction.
- How portability works for families eligible to exercise portability.
- Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the KCHA jurisdiction.
- Choosing an apartment carefully.
- Family Self-Sufficiency Program.

If the family includes a person with disabilities, KCHA will ensure compliance with 24 CFR 8.6 to ensure effective communication.

A written notice will be given to the family explaining that they have a right to select any unit that qualifies for the program and the choice of KCHA-owned housing must be made freely.

Owner Briefing

Briefings are held for owners at least once per year. All new owners receive a personal invitation and current owners are notified by mail. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program.

D. TERM OF VOUCHER

During the briefing session, each household will be issued a Voucher, which represents a contractual agreement between the KCHA and the family and specifies the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Expirations

The Voucher is valid for a period of 60 calendar days from the date of issuance. The family must submit a Request for Lease Approval within the 60-day period unless an extension has been granted by KCHA.

If the Voucher expires and is not extended by the KCHA, or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, it may remain as a participant in the unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Lease Approval (RLA) is received, the term of the Voucher will be suspended until a lease and contract have been executed for the unit or KCHA determines that leasing the unit is not feasible. If the unit cannot be leased KCHA will change the expiration date on the voucher and provide the family the same number of search days which remained in the term on the date the RLA was submitted.

Extensions

A family may request an extension of the Voucher time period, in two 30 day increments. All requests for extensions must be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the KCHA up to a maximum of 60 days, primarily for these reasons**:**

- Extenuating circumstances, such as hospitalization or family emergency, which has affected the family's ability to find a unit within the 60-day period. Verification is required.

- KCHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the KCHA, throughout the initial 60-day period. A completed search record is required.

- Family was prevented from finding an apartment due to the need to locate an accessible unit to accommodate a disabled family member or to the family's need for a unit with four or more bedrooms. A completed search record is required as part of the verification.

- If the vacancy rate for rental housing in the jurisdiction is less than 5%, two extensions will be granted automatically upon request to a total of 60 days.

Upon receiving satisfactory documentation of one of the above, KCHA will provide extensions of 30 days.

E. ASSISTANCE TO VOUCHER HOLDERS DURING SEARCH

Families who require additional assistance during their search may call the KCHA to request assistance. Voucher holders will be notified at the briefing that the KCHA periodically updates the listing of available units and how the updated list may be obtained. The KCHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing, including assistance in locating units outside of areas of concentration. After the first 60 days, the family is required to maintain a search record and report to KCHA every ten days.

F. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

When a family assisted under the Housing Choice Voucher Program becomes divided into two otherwise eligible families due to divorce, legal separation or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, KCHA shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children.
- Which family member was the head of household at issuance (listed on the initial application).
- Composition of the new family units, including which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members remain in the unit.
- Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, KCHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

G. RETENTION OF VOUCHER FOR REMAINING MEMBER OF TENANT FAMILY

To be considered the remaining member of the tenant family, the person must have been previously approved by KCHA to be living in the unit. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member, the court must have awarded emancipated minor status to the minor, or KCHA has to have verified that the appropriate agency has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the Voucher size.

CHAPTER 9:
REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

A. INTRODUCTION

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of KCHA, or outside of KCHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments (HAP) contract with KCHA. This Chapter defines the types of eligible housing and KCHA policy regarding initial inspections, lease requirements, owner disapproval, and the processing of Requests For Lease Approval (RLA).

B. REQUEST FOR LEASE APPROVAL

The RLA and a copy of the proposed Lease must be submitted by the family during the term of the Voucher.

The RLA must be signed by both the owner and Voucher-holder.

KCHA will not permit the family to submit more than one RLA at a time.

Approval of RLA

KCHA will review the RLA to determine whether or not it will be approved. The request will be approved if:

- Total Tenant Payment is within 40% of the family's adjusted monthly income.
- Unit is an eligible type of housing.
- Unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
- Rent is reasonable.
- Security deposit amount is approvable (Pursuant to State law).
- Proposed lease complies with HUD and KCHA requirements as well as State and local law.
- Owner is approvable, and there are no conflicts of interest.

Disapproval of RLA

If KCHA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. KCHA will instruct the family of the steps that are necessary to approve the Request. The family will be given five calendar days to submit an approvable RLA from the date of disapproval.

If, for any reason, an RLA is not approved, KCHA will furnish another RLA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

C. ELIGIBLE TYPES OF HOUSING

KCHA will approve any of the following types of housing in the Voucher program:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and/or the pad.
- Independent group residences.
- Congregate facilities (only the shelter rent is assisted).
- Single-Room Occupancy.
- Units owned (but not subsidized) by the KCHA (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad.

A family may lease and have an interest in a cooperative housing development.

Unless its lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. KCHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

The KCHA may not permit a Voucher holder to lease a unit, which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

The KCHA will not approve:

- Unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above.
- Nursing homes or other institutions that provide care.

- School dormitories and institutional housing.
- Any other types of housing prohibited by HUD.

D. LEASE REVIEW

The KCHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and Illinois law. Responsibility for utilities, appliances and optional services must correspond to those provided on the RLA.

Owners may either submit their own lease or permit KCHA to furnish the lease. In cases where the owner's lease is used, the HUD tenancy addendum must be attached and executed.

KCHA encourages owners to use a sample lease provided by the KCHA, which includes the HUD-mandated language. House Rules of the owner may be attached to the lease as an addendum, provided they must be approved by KCHA to ensure they do not violate any fair housing HUD Provisions.

E. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for appliances (other than HQS requirements such as utilities, range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the KCHA.

Any appliances, services or other items routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item. KCHA is not liable for unpaid charges for items covered by separate agreements, and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the KCHA. If agreements are entered into a later date, they must be approved by the KCHA and attached to the lease.

KCHA will approve agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling. If the owner makes modifications to the unit, the costs should be recovered through the rent collected,

not by having the tenant pay for the modifications. Exception would be considered if the modifications are such that they most likely would be removed if the tenant moved out.

F. INITIAL INSPECTIONS

See Chapter titled Housing Quality Standards and Inspections.

G. RENT LIMITATIONS

KCHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

In addition, even when the rent is determined to be reasonable within local rental market conditions, the family may not enter into a lease for the unit if the total tenant payment for the unit will be greater than 40% of the family's adjusted monthly income.

If the proposed Gross Rent is not reasonable or the TTP will exceed 40% of the family's adjusted monthly income, at the family's request, KCHA will negotiate with the owner to reduce the rent to a reasonable rent.

If the rent can be approved by taking the above steps, KCHA will continue processing the Request for Lease Approval and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Lease Approval must be submitted by the owner.

If the owner does not agree on the Contract Rent after KCHA has tried and failed to negotiate a revised rent, KCHA will inform the family and owner that the lease is disapproved.

H. SECURITY DEPOSIT REQUIREMENTS

Leases Effective on or after October 2, 1995

Security deposits charged by owners may not exceed those charged to unassisted tenants nor the maximum prescribed by Illinois law.

Leases Effective Prior to October 2, 1995

The amount of security deposit an owner could have collected under contracts effective prior to October 2, 1995 is an amount not to exceed one month's rent at move-in.

I. INFORMATION TO OWNERS

The KCHA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlords, if known. KCHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

KCHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

Upon written request from a prospective landlord, KCHA will provide any of the following information regarding a family's tenancy history during the past five years based on *documentation in its possession* relating to*:*

- Eviction history.
- Damage to rental units.
- Other aspects of tenancy history; including timely rental payments.
- Housekeeping (if known)
- Drug trafficking by family members

The information will be provided in writing. Only supervisory staff may provide this information. KCHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

J. OWNER DISAPPROVAL

For purposes of this section, "owner" includes a principal or other interested party.

KCHA may disapprove the owner for any of the following reasons:

- Owner has a history or practice of failing to terminate the tenancy of residents occupying units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

  - Threatens the right to peaceful enjoyment;

  - Threatens the health or safety of other residents, of employees of the PHA or of owner employees or other persons engaged in management of the housing;

  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity or the premises; or,

  - Is drug-related criminal activity or violent criminal activity.

- Owner has violated obligations under the Housing Assistance Payments contract, including but not limited to:

  - Having a history or practice of non-compliance with the HQS for units leased under the Section 8 programs;

  - Having a history or practice of renting units that fail to meet local housing codes; or

- Committing fraud, bribery or any other corrupt act in connection with the Section 8 program or any other federal housing program.

- Engaging in any drug-related criminal activity or any violent criminal activity.

- Not paying Illinois real estate taxes, fines or assessments, water and sewerage bills.

- Owner has a conflict of interest as described in HUD regulation 24 CFR 982.161(a) and would therefore be unable to enter into a contract with KCHA; or owner is employed by KCHA as a member of the Section 8 Program staff or is a KCHA Commissioner.

- When HUD has informed KCHA that disapproval is required because:

  - Owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24;

  - Federal government has instituted an administrative or judicial action against the owner for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending;

  - Court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

Before imposing any penalty against an owner, KCHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, KCHA may restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. KCHA may terminate some or all contracts with the owner.

If the landlord has been overpaid as a result of fraud, misrepresentation, or violation of the Contract, KCHA may terminate the Contract and arrange for restitution to KCHA and/or the family, as appropriate.

K. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, KCHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

L. CONTRACT EXECUTION PROCESS

KCHA prepares the Housing Assistance Payments (HAP) contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and KCHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. KCHA will retain a copy of all signed documents.

For new owners, the documents are signed at a Signature Briefing attended by the owner, family, and a representative of the KCHA. The briefing covers the responsibilities and roles of the three parties.

KCHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term, and no payments will be made until the contract is executed.

The following KCHA representatives are authorized to execute a contract on behalf of the KCHA: Executive Director or his/her designee.

Each owner must provide the following information to KCHA:

- Current address of his/her residence (not a Post Office box);
- Business and home telephone number;
- Employer Identification Number or Social Security Number;
- Copy of Driver's License or other photo identification;
- Proof of ownership of the property, Grant Deed and Tax Bill or water and sewer bill;
- Copy of the Management Agreement, if property is managed by a management agent;
- Copy of the current insurance policy.

M. CHANGE IN OWNERSHIP

A change in ownership requires execution of a new contract.

KCHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

KCHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

CHAPTER 10:
HOUSING QUALITY STANDARDS AND INSPECTIONS
[24 CFR 982.401]

A. INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract. KCHA will inspect each unit under contract at least annually. KCHA will also perform a quality control inspection of the SEMAP required percentage of all units under contract annually to maintain KCHA's required standards and to ensure consistency.

HQS standards may be enhanced by KCHA, provided that by doing so, KCHA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and KCHA requirements. This Chapter describes KCHA's procedures for performing HQS and other types of inspections and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family and the consequences of non-compliance with HQS requirements for both families and owners.

B. GUIDELINES/TYPES OF INSPECTIONS

KCHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations. All units must meet the minimum standards set forth by the State of Illinois. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service at the initial inspection. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whoever is responsible for the utilities according to the RLA) to have the utilities turned on. The Inspector must return to certify that the utilities are on.

The stove must be present when the unit is inspected.

There are five types of inspections the KCHA will perform:

- Initial/Move-in
- Annual

- Special/Complaint
- Move-Out/Vacate
- Quality Control

Initial/Move-In Inspections

The Initial/Move-In Inspection is conducted to:

- Determine if the unit and property meet HQS, as defined in this Plan.
- Document the current condition of the unit to assist in future evaluations to determine whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent reasonableness.

KCHA will conduct the initial inspection within a reasonable time after receiving a RLA from the family. Every effort will be made to conduct the inspection within 15 days of receiving the RLA.

If the unit fails the initial HQS inspection, the family and owner will be advised to notify KCHA once repairs are completed. The owner will be given up to 30 days to correct the deficiencies identified depending on the amount and complexity of work to be done.

The owner will be allowed up to two re-inspections for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

Annual Inspections

The KCHA conducts HQS inspections at least annually, at least 60 days prior to the anniversary of the previous inspection. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord, unless the tenant is responsible for the deficiency.

The family must allow the KCHA to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are on business days only between the hours of 9:00 a.m. and 4:00 p.m. Exceptions may apply. KCHA will notify the family in writing at least seven days prior to the inspection.

The family is notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within ten days.

If the family does not contact KCHA to reschedule the inspection, or the family misses three inspection appointments, KCHA will consider the family to have violated a Family Obligation and its assistance will be terminated in accordance with the termination procedures in the Plan.

When the inspection has been completed, the owner and the family will be informed in writing of any items which failed to meet HQS standards and must be repaired or replaced and of the date on which KCHA will re-inspect to certify completion of the required work. The owner must notify the KCHA when the repairs have been completed.

Re-inspection

The family is mailed a notice of the re-inspection appointment. If the family is not at home for the re-inspection appointment, a card will be left at the unit, and the tenant is responsible to call for another appointment.

The family is also notified that it is a Family Obligation to allow KCHA to inspect the unit. If the family was responsible for a breach of HQS identified in this Plan, it will be advised of its responsibility to correct the deficiency.

If the Inspector is unable to gain access to the unit for the re-inspection, HAP payments are abated as of the first day of the month following the re-inspection. HAP payments cannot begin again until the inspector is able to enter the unit and determine that the unit meets HQS standards. If the inspector has been unable to gain access at the time of the second attempt to conduct a re-inspection, the owner will receive Notice of Contract Termination.

If the family is responsible for the HQS failure and has failed to make the required correction, the family will receive a Notice of Termination of Assistance.

Time Standards for Repair

Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.

For non-emergency items, repairs must be made within 30 days.

Rent Increases

KCHA will conduct an inspection using HQS and other standards approved in this Administrative Plan at least annually prior to the date of the last inspection. Rent increase requests will not be approved if the unit is in a failed condition.

Special/Complaint

If at any time family, owner, agency, or third party requests a special inspection, KCHA will conduct an inspection. KCHA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

Move-Out/Vacate

A move-out inspection will be performed at the landlord's request if a claim is to be submitted for a contract effective before October 2, 1995.

Quality Control

Quality Control inspections will be performed on at leastthe number of files required under SEMAP, of the units inspected by each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections and to ensure that there is consistency among inspectors in application of the HQS.

C. EMERGENCY REPAIR ITEMS

Emergency repair items must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Housing Inspector. Items considered to be of an emergency nature include but are not limited to the following.

- Lack of security for the unit.
- Waterlogged ceiling in imminent danger of falling.
- Major plumbing leaks or flooding.
- Natural gas leak or fumes.
- Electrical problem which could result in shock or fire.
- No heat between October 15 and April 15.
- No running hot water.
- Broken glass where someone could be injured.
- Obstacle that prevents tenant's entrance or exit.
- Lack of functioning toilet.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to effect the repair, proper authorities will be notified by KCHA.

If the emergency repair item(s) are not corrected in the time period required by KCHA, and the owner is responsible, the HAP payment will be abated and the HAP contract may be terminated.

If the emergency repair item(s) are not corrected in the time period required by the KCHA, and it is an HQS breach which is a family obligation, KCHA will terminate the assistance to the family and the owner's payment will not be abated for the month following breach of HQS.

D. DETERMINATION OF RESPONSIBILITY

The family is responsible for breaches of HQS caused by:

- Tenant-paid utilities not in service;
- Failure to provide or maintain family-supplied appliances; and
- Damages to the unit or premises caused by a household member or guest beyond normal wear and tear, as defined in this Administrative Plan.

The owner is responsible for all other HQS violations.

The owner is responsible for eliminating vermin infestation, even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. KCHA may terminate the family's assistance on that basis.

The inspector will make the determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination through an informal hearing within 10 days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

E. CONSEQUENCES IF OWNER IS RESPONSIBLE - NON-EMERGENCY ITEMS

When it has been determined that a unit on the program fails to meet HQS, and the owner is responsible for completing the necessary repair(s), KCHA will conduct a re-inspection to insure repairs are completed within the time period specified by KCHA. If repairs are not completed within the time period specified, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective on the first day following the date of the failed re-inspection.

The KCHA will inspect abated units within five days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The family will be notified of the re-inspection date.

No retroactive payments will be made to the owner for the period of time while the rent was abated and the unit did not comply with HQS.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the re-inspection, the owner will be sent a HAP Contract Proposed Termination Notice with the Notice of Abatement. The abatement will remain in effect until repairs are completed or the contract is terminated.

If repairs are completed the owner or the tenant must notify KCHA and request an inspection before the effective termination date. If the unit is in compliance with HQS, the termination will be rescinded by KCHA if the tenant chooses to remain in the unit. Only two HQS inspections will be conducted after the termination notice is issued.

Extension

KCHA may grant an extension in lieu of termination of assistance in the following cases:

- Owner has a good history of HQS compliance.
- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
- The repairs must be delayed due to climate conditions.

The extension will be made at the discretion of KCHA for a period of time not to exceed 30 days. At the end of the extension, if the work is not completed, KCHA will terminate the contract and the tenant will be issued a voucher. KCHA may on a case-by-case basis issue a longer extension.

F. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If non-emergency violations of HQS are determined to be the responsibility of the family, KCHA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, KCHA will terminate assistance to the family. Extensions are approved on a case-by-case basis by the Executive Director or his or her designee. The owner's rent will not be abated for items, which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

CHAPTER 11:
OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS
[24 CFR 982.501, 982.503, 982.504]

A. INTRODUCTION

KCHA is responsible for ensuring that the rents charged by owners are reasonable based upon objective comparables in the rental market. KCHA will not approve the lease or execute a payments contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. KCHA will determine rent reasonableness at initial lease-up, before any increases in rent to owner and at other times as described in this section. KCHA will provide the owner with information concerning rent adjustments.

This chapter explains KCHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

B. OWNER PAYMENT IN THE VOUCHER PROGRAM

The payment to the landlord, called the Housing Assistance Payment, is the lower of the:

1. Payment Standard minus the Total Tenant Payment, or

2. Gross rent minus the Total Tenant Payment.

The Voucher size issued to the family is based on KCHA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment may never exceed the rent charged by the owner.

C. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, KCHA begins processing payments to the landlord. The effective date and the amount of KCHA payment is communicated in writing via the executed HAP Contract. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following

month. Checks are disbursed by KCHA Finance Department to the owner each month.

Checks will only be disbursed on the first of the month. Exceptions may be made with the approval of the Executive Director in cases of hardship.

Checks are due to owners on the first of the month. Any payment after the first payment under a contract will be considered late if it has not been postmarked by the 10th of the month. Checks that are not received will not be replaced until a stop payment has been put on the check.

D. RENT REASONABLENESS DETERMINATIONS

KCHA will not approve a lease until KCHA determines that the initial rent to owner is a reasonable rent. KCHA will re-determine rent reasonableness whenever an owner requests an increase in the rent for a Voucher unit. KCHA must also re-determine rent reasonableness if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

KCHA must also re-determine rent reasonableness if directed by HUD and based on a need identified by KCHA's auditing system. KCHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by KCHA.

KCHA will determine and document on a case-by-case basis that the approved rent:

- Is reasonable in comparison to rent for other comparable, unassisted units in the market, and
- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are indicated by zip code and census tract within KCHA’s jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Utilities
- Maintenance

At least two comparables of unassisted units will be used for each rent determination. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 360 days.

E. VOUCHER PROGRAM PAYMENT STANDARDS

The Payment Standard is used to calculate the housing assistance payment for a family. The Payment Standard is set by KCHA between 90% and 110% of the FMR/exception rent. KCHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, KCHA will ensure that the Payment Standard is within the range of 90% to 110% of the new FMR.

Adjustments to Payment Standards

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families rents affordable. The KCHA will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the KCHA raise Standards if the need is solely to make “high end” units available to Voucher holders.

The KCHA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD’s requirements and this policy and if an increase is warranted, the payment standard will be adjusted within 90% to 110% of the current Fair Market Rent. In a volatile market, it is KCHA’s discretion as to whether to make the change immediately or to wait until the time of the annual review.

KCHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standard:

Assisted Families’ Rent Burdens: KCHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

Availability of Suitable Vacant Units Below the Payment Standard: KCHA will review its rent reasonableness and vacancy rate data to determine whether there is an ample supply of vacant units below the Payment Standard in areas without minority- and/or poverty concentration.

Quality of Units Selected: KCHA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

KCHA Decision Point: KCHA will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than 25%. If more than 50% of families have selected above-average units or have selected larger units than the Voucher size, KCHA may elect not to increase the Payment Standard or continue the analysis.

If the analysis continues, KCHA will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than 25% above the average, in any bedroom size, the KCHA will continue the analysis. If not, the KCHA may elect not to increase the Payment Standard for certain bedroom sizes.

Rent to Owner Increases: KCHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

Time to Locate Housing: KCHA may consider the average time period for families to lease up under the Voucher program. If more than 50% of voucher holders are unable to locate suitable housing within the term of the voucher and the KCHA determines thatthis is due to 50% of rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the payment standard may be adjusted.

Rent Reasonableness Database/ Average Contract Rents: KCHA will compare the Payment Standards to average rents in its rent reasonableness data and to the average Contract Rents by unit size. The Payment Standards should be on par with these amounts.

Lowering of the Payment Standard: Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 90% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Voucher size.

Financial Feasibility: Before increasing the Payment Standard, the KCHA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served. For this purpose, the KCHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation: A file will be retained by the KCHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. EXCEPTION PAYMENT STANDARDS

KCHA may request HUD approval to establish a Payment Standard that is higher or lower for a designated area of the city. KCHA will submit a request for a lower payment standard if it determines that a lower payment standard is justifiable based on market data from that area and establishing a lower standard would enable KCHA to provide housing assistance to more families.

KCHA will request a higher (exception) payment standard for all units, or all units of a given size, within a designated area of the city if it determines that a higher Payment Standard is needed to help families obtain housing outside areas of high poverty.

G. PAYMENT STANDARDS FOR A FAMILY

Regular Reexamination

If the payment standard decreases during the HAP Contract term, the Payment Standard for the family is the higher of (1) the Payment Standard at the beginning of the lease minus any amount by which the initial rent to owner has decreased, or (2) the Payment Standard at the current or most recent annual exam. If a change in family size or composition occurs affecting the Voucher size, the ability to use the initial Payment Standard is lost.

Interim Examination

If after the beginning of the term of the lease the family has a change in income, family size or composition that would require or allow for an interim adjustment based on KCHA's interim policy, KCHA will not apply any change in payment standard until the date of the next regular reexamination.

Moves

If the family moves into a different unit prior to its next recertification and KCHA has had a change in the payment standard, the new payment standard will be used. The applicable payment standard will be that which is the lower of either the Voucher size issued or the unit size selected at the time of the move.

H. RENT ADJUSTMENTS

Voucher Rent Adjustments

Owners may not request rent adjustments in the Voucher program to be effective prior to the expiration of the first year of the lease. Rent adjustments therefore are effective only after a 60-day notice to the family and a copy to KCHA. KCHA will advise the family as to whether the rent is reasonable and shall approve or disapprove the rent increase.

CHAPTER 12:
RECERTIFICATIONS
[24 CFR 982.516]

A. INTRODUCTION

In accordance with HUD requirements, KCHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition, but the KCHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the KCHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families and the standards for timely reporting.

B. ANNUAL ACTIVITIES

There are two activities the KCHA must conduct on an annual basis. These activities will be coordinated whenever possible:

- Recertification of Income and Family Composition
- HQS Inspection.

C. ANNUAL RECERTIFICATION

Families are required to be recertified at least annually.

When families move to another dwelling unit the anniversary date for the recertification will be changed to the new lease-up date.

Income limits are not used as a test for continued eligibility at recertification, unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

KCHA will maintain a reexamination tracking system, and the household will be notified by mail of the date and time for their interview at least 90 days in advance of the anniversary date.

If requested as an accommodation by a person with a disability, KCHA, to the extent feasible, will provide notice in an accessible format. KCHA will also mail the notice to a third party, if

requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability to the interview.

The written notification will state which family members are required to attend the interview. The family may call to request another appointment date up to 10 days prior. If the family does not appear for the interview, and has not rescheduled or made prior arrangements with KCHA, KCHA will schedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, KCHA will terminate assistance to the family and offer them an informal hearing. Exceptions to this policy may be made by the Executive Director or her designee if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Completion of Annual Recertification

KCHA will complete recertifications for families before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

For persons with disabilities who are unable to come to KCHA's office, KCHA will grant an accommodation by conducting the interview at the person's home or by mail**,** upon verification that the accommodation requested meets the need presented by the disability.

The head of household is required to attend the recertification interview. If the head of household is unable to attend, the appointment will be rescheduled, or the spouse or co-head may recertify for the family.

KCHA will instruct the family to bring the following to the interview:

- Personal Declaration From Complete by Head of Household
- Documentation of all assets
- Documentation of any deductions/allowances

KCHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

Tenant Rent Increases

If tenant rent increases, a 30-day notice is mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the 30-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family caused a delay in the reexamination processing, the rent increase will be effective on the anniversary

date regardless of whether the family has been given 30 days notice or the anniversary date has already passed and the increase must be imposed retroactively.

Tenant Rent Decrease

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not completed by the anniversary date, a rent decrease will be effective on the first day of the month following completion of the reexamination processing by the KCHA.

D. REPORTING INTERIM CHANGES

The KCHA requires that families report interim changes to the KCHA within 30 days of their occurrence. Any information, document or signature needed from the family, which is needed to verify the change, must be provided within 30 days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Changes in Income and Assets

KCHA will conduct interim reexaminations when families have a decrease in income.

Participants may report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The KCHA must calculate the change if a decrease in income is reported.

If KCHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

Changes in Family Composition

HUD requires program participants to report all changes in household composition to the KCHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded marriage custody. All changes in family composition must be reported within 30 days of the occurrence. The family must obtain KCHA's and the owner's written approval prior to all other additions to the household.

KCHA will approve additions to the household in the following cases:

- Addition by marriage/or marital-type relation, if issued a zero bedroom sized subsidy;
- Addition of a minor who is a member of the nuclear family who had been living elsewhere;
- One additional bedroom for a KCHA-approved live-in attendant;

- Addition due to birth, adoption or court-awarded custody.

If any new family member is added, family income must include any income of the new family member. KCHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

If a change requires a larger size unit due to overcrowding, KCHA will issue a Voucher for the family to search for a new unit.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after the new member moves into the unit.

KCHA may deny a family's request to add additional family members who are:

- Persons who have been evicted from public housing.
- Persons who have previously violated a family obligation listed in 24CFR982.51 of the HUD regulations.
- Persons who have been part of a family whose assistance has been terminated under Voucher program.
- Persons who commit drug-related criminal activity or violent criminal activity.
- Persons who have been convicted of manufacturing methamphetamine on the premises of a Section 8.
- Persons who do not meet KCHA's definition of family.
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to KCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward KCHA personnel.

KCHA may also deny a family's request to add additional family members, if the addition will cause the family to be under housed and require a larger unit size.

Families are required to notify KCHA if any family member leaves the assisted household. When the family notifies KCHA, it must furnish the following information:

- The date the family member moved out;

- Documentation of the new address of the family member; or
- Court documents verifying divorce, separation or new custody arrangements.

Notification Procedures When Changes Reported Affect Tenant Rent

KCHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Changes Reported in Timely Manner

- *Increases in the Tenant Rent* are effective on the first of the month following at least a 30-day notice.
- *Decreases in the Tenant Rent* are effective the first of the month following that in which the change occurred. No rent reductions will be processed, however, until all the facts have been verified, even if a retroactive adjustment results.

Changes Not Reported in a Timely Manner

If the family does not report the change in a timely manner, family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

- *Increase in Tenant Rent* will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a Repayment Agreement or make a lump sum payment.
- *Decrease in Tenant Rent* will be effective on the first of the month following completion of processing by KCHA and not retroactively.

Changes Not Processed by KCHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by KCHA in a timely manner.

- *Increases in Tenant Rent* will be effective after the required 30-day notice prior to the first of the month after completion of processing by the KCHA.
- *Decreases in Tenant Rent.* The overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification

Any changes reported by participants other than those listed in this section will be noted in the file by the staff person but will not be processed between regularly-scheduled annual recertifications.

In instances where fraud is suspected, an interim recertification of the family may be required.

Form HUD-50058 will be completed and transmitted as required by HUD to record changes.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by KCHA. If the family disagrees with the rent adjustment they may request an informal hearing.

CHAPTER 13:
MOVES WITH CONTINUED ASSISTANCE/PORTABILITY
[24 CFR 982.314]

A. INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the KCHA's jurisdiction, or to a unit outside of the KCHA's jurisdiction under portability procedures. The regulations also allow the KCHA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of the KCHA's jurisdiction, and the policies for restriction and limitations on moves.

B. ALLOWABLE MOVES

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because the KCHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

- The owner has given the family 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 family (unless assistance to the family will be terminated).

- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

C. RESTRICTIONS ON MOVES

Families will not be permitted to move within Illinois or outside KCHA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period (unless required to do so by KCHA to meet HQS or other program standards).

KCHA will deny permission to move if there is insufficient funding for continued assistance.

KCHA may deny permission to move to if:

- The family has violated a Family Obligation.
- The family owes KCHA money.
- The family has moved or been issued a Voucher within the last six months.

The Executive Director or designee may make exceptions to these restrictions on a case-by case basis to minimize hardship to the family.

D. PROCEDURE FOR MOVES

Issuance of Voucher

Upon request from the family, KCHA will schedule the family for a moves interview. If the family has not been recertified within the last 120 days, KCHA will conduct the recertification prior to the interview and will issue the Voucher at the recertification interview.

If the family does not locate a new unit, it may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and KCHA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate (or fewer if so specified in the lease) and must give a copy of the vacate notice to KCHA simultaneously.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In any other move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract.

E. PORTABILITY

Portability applies to families moving into or out of KCHA's jurisdiction. Under portability, families are eligible to receive assistance to lease a unit outside of KCHA's jurisdiction. The unit may be located:

- In the same state as the KCHA.
- In the same metropolitan statistical area (MSA) as the KCHA, but in a different state.
- In a MSA adjacent to the MSA of the KCHA, but in a different state.

- In the jurisdiction of a PHA anywhere within the United States that administers a tenant based program.

F. OUTGOING PORTABILITY

When a family requests to move outside of the KCHA's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one PHA in the area in which the family has selected a unit, KCHA will choose the receiving PHA.

If the family is moving to a unit located in an area where there is no PHA, KCHA will be responsible for the administration of the family's assistance. In such a situation, KCHA will choose a management company, another PHA, or a private contractor to administer the assistance.

Restrictions on Portability

Families will not be permitted to exercise portability under the following circumstances:

- During the initial 12 month period after admission to the program, if neither the head, spouse or co-head had a domicile (legal residence) in KCHA's jurisdiction at the date of their initial application for assistance.

- If the family is in violation of a family obligation.

- If the family owes money to KCHA.

Outgoing Portability Procedures

KCHA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the KCHA will determine if the family is within the very low-income limit of the receiving PHA.

KCHA will notify the receiving PHA that the family wishes to relocate into its jurisdiction.

KCHA will advise the family on how to contact and request assistance from the receiving PHA and will notify the receiving PHA that the family will be moving into its jurisdiction.

KCHA will provide the following documents and information to the receiving PHA:

- Copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

- Most recent HUD 50058 form and verifications.

- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- Names of KCHA staff designated for inquiries on eligibility and billing.
- Administrative fee schedule for billing purposes.

The receiving PHA must notify KCHA whether:

- It will absorb the family into its program.
- Family leases up or fails to submit a RLA by the required date.
- Assistance to the portable family is terminated.
- Family requests to move to an area outside the receiving PHA's jurisdiction.

Payment to the Receiving PHA

KCHA will requisition funds from HUD based on the anticipated lease-ups of portable Vouchers in other jurisdictions. Payments for families in other jurisdictions will be made to other PHA's when billed or in accordance with other HUD approved procedures for payment.

When billed, KCHA will reimburse the receiving PHA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contracts effective prior to October 2, 1995, and 80% of the Administrative Fee (at the initial PHA's rate), and any other HUD-approved fees.

Claims

KCHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. KCHA will notify the receiving PHA if the family is in arrears or if the family has refused to sign a repayment agreement, and the receiving PHA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving PHAs will be required to submit hearing determinations to KCHA within 10 days.

G. INCOMING PORTABILITY

Absorption or Administration

KCHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher based on the availability of funding. If administering, the family will be issued a "Portability" Voucher by KCHA with the same start date. KCHA may grant extensions in accordance with this Administrative Plan.

When KCHA does not absorb the incoming Voucher, it will administer the initial PHA's Voucher and KCHA's policies will prevail.

For initial lease-up, the family must be within KCHA's Very-Low Income limits.

KCHA will issue a " Portability Voucher" according to its own Subsidy Standards. If the family has a change in family composition that would change the Voucher size, KCHA will change to the proper size based on its own Subsidy Standards.

KCHA will decide whether to extend the "Portability Voucher" and for what period of time. If the family decides not to lease-up in KCHA's jurisdiction, however, the family must request an extension from the initial PHA.

Income and TTP of Incoming Portables

As receiving PHA, KCHA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If KCHA conducts a recertification of the family, it will not cause a delay in the issuance of the voucher.

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the KCHA's jurisdiction, the KCHA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Lease Approval

A briefing will be mandatory for all portability families.

When the family submits an RLA, it will be processed using the KCHA's policies. If the family does not submit an RLA or does not execute a lease, the initial PHA will be notified within 15 days by the KCHA.

If the family leases up successfully, KCHA will notify the initial PHA within 15 days, and the billing process will commence.

If the KCHA denies assistance to the family, the KCHA will notify the initial PHA within 15 days and the family will be offered a review or hearing.

KCHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside the KCHA's jurisdiction under continued portability.

Terminations

KCHA will notify the initial PHA in writing of any termination of assistance within 15 days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by KCHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial PHA notifies the KCHA that the family is in arrears or the family has refused to sign a repayment agreement, KCHA will terminate assistance to the family.

Required Documents

As receiving PHA, KCHA will require the documents listed on the HUD Portability Billing Form from the initial PHA:

- Copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- Most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- Names of KCHA staff designated for inquiries on eligibility and billing.
- Administrative Fee Schedule for billing purposes.

Billing Procedures

As receiving PHA (in cases in which KCHA does not absorb a family), KCHA will bill the initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be at least quarterly unless requested otherwise by the initial PHA.

KCHA will bill 100% of the Housing Assistance Payment, 100% of Special Claim and 80% of the Administrative Fee (at the initial PHA's rate) and any other HUD-approved fees, for each "Portability" Voucher leased as of the first day of the month.

KCHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify KCHA of changes in the administrative fee amount to be billed.

CHAPTER 14
CONTRACT TERMINATIONS

A. INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the KCHA, which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the KCHA and the owner, and the policies and procedures for such terminations.

B. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the KCHA may be terminated by the KCHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the KCHA to the owner after the month in which the Contract is terminated. The owner must reimburse the KCHA for any subsidies paid by the KCHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for a new unit may begin during the month in which the family moved from the old unit.

C. TERMINATION BY THE FAMILY: MOVES

Family terminations of the lease must be in accordance with the terms of the lease.

D. TERMINATION BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and Illinois law. The owner must provide KCHA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under Illinois law to commence an eviction action.

During the term of the lease the owner may only evict for the following reasons:

- Serious or repeated violation of the terms and conditions of the lease.
- Violation of Federal, State or local law related to occupancy of the unit or use of the premises.
- Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.
- Any drug-related criminal activity on or near the premises.
- Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
- Other good cause, after the first year of the lease, including business or economic reason for regaining possession of the unit; owner's desire to repossess the unit for personal use; or tenant's refusal to accept offer of a new lease.

KCHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for KCHA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the KCHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The KCHA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the KCHA, the owner certifies that the tenant is still in the unit and she/he is in compliance with the contract. If action is finalized in court, the owner must provide KCHA with the documentation, including notice of the lock-out date.

If the eviction is not due to a serious or repeated violation of the lease, and if the KCHA has no other grounds for termination of assistance, the KCHA will issue a new Voucher so that the family can move with continued assistance.

E. TERMINATION OF THE CONTRACT BY KCHA

The term of the HAP contract terminates when the lease terminates, when the KCHA terminates program assistance for the family, and when the owner has breached the HAP contract.

KCHA may also terminate to contract if:

- KCHA terminates assistance to the family.
- Family is required to move from a unit, which is under-occupied overcrowded.
- Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

G. TERMINATION DUE TO OWNER DISAPPROVAL

If the KCHA terminates the contract due to owner disapproval, KCHA will provide the owner and family with at least 30 days written notice of termination of the contract.

CHAPTER 15:
TERMINATION OF ASSISTANCE

A. INTRODUCTION

KCHA may terminate assistance for a family because of the family's action or failure to act. KCHA will provide families with a written description of the Family Obligations under the program, the grounds under which KCHA can terminate assistance, and KCHA's informal hearing procedures. This chapter describes when the KCHA is required to terminate assistance and KCHA's policies regarding the grounds for termination of assistance under an outstanding HAP contract.

If termination is based upon behavior resulting from a disability, the KCHA will delay the determination in order to determine if there is an accommodation that would mitigate the behavior resulting from the disability.

B. GROUNDS FOR TERMINATING ASSISTANCE

Termination of assistance may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease.
- Terminating HAP payments under an outstanding HAP contract.
- Refusing to process or provide assistance under portability procedures.

Mandatory Termination of Assistance

KCHA will terminate the assistance of participants:

- If any member of the family fails to sign and submit to KCHA required consent forms for obtaining information.
- If no member of the family is a U.S. citizen or eligible immigrant.
- If the family is under contract, and 180 days have elapsed since the KCHA's last housing assistance payment was made.
- Any member of the family has been convicted of manufacturing or producing methamphetamine on the premises of the assisted dwelling.

Grounds for Termination of Assistance

- KCHA will terminate assistance to participants in cases where it determines that there is reasonable cause to believe that the person is illegally using a controlled substance or abuses

alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where KCHA determines that there is a *pattern* of illegal use of a controlled substance, or *pattern* of alcohol abuse.

- KCHA will consider the use of a controlled substance or alcohol to be a *pattern* if there has been more than one incident during the previous 12 months.

- KCHA may waive this policy if the person demonstrates to its satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

  * Has successfully completed a supervised drug or alcohol rehabilitation program;

  * Has otherwise been rehabilitated successfully; or

  * Is participating in a supervised drug or alcohol rehabilitation program.

KCHA *may* at any time terminate program assistance for a participant, for any of the following reasons:

- The family violates any family obligation under the program as listed in 24 CFR 982.551.

- The family has not reimbursed KCHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family.

- The family breaches an agreement with KCHA to pay amounts owed to a KCHA, or amounts paid to an owner by KCHA.

- The family has engaged in or threatened abusive or violent behavior toward KCHA personnel.

  "Abusive or violent behavior towards KCHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

  "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

  Actual physical abuse or violence will always be cause for termination.

- KCHA has reason to believe a member of the household is 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.

- KCHA has a reason to believe a member of the household has participated in violent criminal activity.

- Other criminal activity which may threaten the health or safety of other residents, the owner, property management staff or persons performing responsibilities on behalf of the KCHA or the peaceful enjoyment of the premises by other residents.

- KCHA determines that a member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or a high misdemeanor in Illinois.

- KCHA determines that a member of the household is violating a condition of probation or parole imposed under Federal or State law.

KCHA may also deny the request of a participating family to add a household member if that person is found to be ineligible for assistance after a review against the above criteria.

C. FAMILY OBLIGATIONS

- The family must supply any information that the KCHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status, as provided by 24 CFR part 812.

- The family must supply any information requested by the KCHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

- The family must disclose and verify Social Security Numbers, as provided by 24 CFR part 750, and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.

- All information supplied by the family must be true and complete.

- The family is responsible for an HQS breach caused by the family as described in 982.404(b).

- The family must allow the KCHA to inspect the unit at reasonable times and after reasonable notice.

- The family may not commit any serious or repeated violation of the lease.

- The family must notify the owner and, at the same time, notify the KCHA before the family moves out of the unit or terminates the lease on notice to the owner.

- The family must promptly give the KCHA a copy of any owner eviction notice.

- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

- The composition of the assisted family residing in the unit must be approved by the KCHA. The family must promptly inform the KCHA of the birth, adoption or court-awarded custody of a child. The family must request KCHA approval to add any other family member as an occupant of the unit.

- The family must promptly notify the KCHA if any family member no longer resides in the unit.

- If KCHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or KCHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

- Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

- The family must not sublease or let the unit.

- The family must not assign the lease or transfer the unit.

- The family must supply any information or certification requested by the KCHA to verify that the family is living in the unit, or relating to family absence from the unit, including any KCHA-requested information or certification on the purposes of family absences. The family must cooperate with KCHA for this purpose. The family must promptly notify KCHA of absence from the unit.

- The family must not own or have any interest in the unit.

- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

- The members of the family may not engage in drug-related criminal activity or violent criminal activity.

- An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to terminate assistance because of action or failure to act by members of the family, KCHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the length of time since the violation occurred. It may also review the family's more recent

record of compliance and consider the effects of termination of assistance on other family members who were not involved in the action or failure to act.

KCHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. KCHA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within 5 days." Termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The Inspector or Inspections Supervisor will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Inspector or Inspections Supervisor.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance.

- If the owner terminates tenancy through court action for serious or repeated violation of the lease.
- If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the KCHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If there are police reports, neighborhood complaints or other third party information, and KCHA has verified the information.
- Non-payment of rent is considered a serious violation of the lease.

Notification of Eviction: If the family requests assistance to move and they did notify the KCHA of an eviction within 30 days of receiving the Notice of Lease Termination, the move will be denied.

Limitation on Profit-Making Activity in Unit: KCHA may prohibit use of a dwelling unit for profit-making activity if it determines that the use of the unit as a business is not incidental to its use as a dwelling unit, or the business activity results in the inability of the family to use any of the critical living areas, such as a bedroom, or if KCHA determines the business is not legal.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether the owner is a member of the assisted family, unless the family owns the mobile home and rents the pad under

the Voucher Program.

Drug-related or Violent Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance *on or off the* premises.

Drug-related criminal activity does not include the prior use or possession of a controlled substance if the family member had an addiction to the substance and has recovered or is recovering from the addiction and does not currently use or possess the substance.

Violent criminal activity includes any criminal activity engaged in by any family member that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible includes documentation of drug raids or arrest warrants.

KCHA may pursue fact-finding efforts as needed to obtain credible evidence.

Notice of Termination of Assistance

In any case where the KCHA decides to terminate assistance to the family, the KCHA must give the family written notice which states:

- Reason(s) for the proposed termination.
- Effective date of the proposed termination.
- Family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- Date by which a request for an informal hearing must be received by KCHA.

KCHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the termination of assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.

D. PROCEDURES FOR NON-CITIZENS

Termination due to Ineligible Immigrant Status

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Temporary Deferral of Termination of Assistance

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

False or Incomplete Information

When the KCHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by a participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the KCHA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The KCHA will then verify eligible status and terminate or prorate as applicable.

The KCHA will terminate assistance based on the submission of false information or misrepresentations.

Procedure for Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with KCHA either after the INS appeal or in lieu of the INS appeal.

After KCHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

E. ZERO ASSISTANCE TENANTS

HAP Contracts Executed Prior to 10/2/95

Any participant, whose Total Tenant Payment equals the gross rent for the leased unit and whose HAP contact was effective prior to 10/2/95, will be notified of the right to remain on the program

at $0 assistance for 12 months. KCHA will perform all of the functions normally required, such as reexaminations and inspections during those 12 months. If the family vacates during the allowable 12 months after the last HAP payment, KCHA will be liable for unpaid rent and damages based on program rules. If the family is still in the unit after 12 months, the contract will be terminated.

HAP Contracts Executed On or After 10/2/95

For contracts effective on or after 10/2/95, the family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the contract will be terminated.

If, under either contract, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment before the contract terminates, KCHA will resume assistance payments for the family. Under either contract a family may move to another unit before the contract is terminated and receive assistance if the rent for the new unit is high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused KCHA to overpay assistance, KCHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the KCHA in full.

G. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family is willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the KCHA may terminate assistance. In making this determination, the KCHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES

It is a Family Obligation to supply information, documentation, and certification as needed for the KCHA to fulfill its responsibilities. The KCHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the KCHA to inspect the unit, and appointments are made for this purpose.

A participant who fails to keep an appointment or to supply information required by a deadline without notifying KCHA may be sent a Notice of Termination of Assistance for failure to provide required information, or for failure to allow KCHA to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Verification Procedures.
- Voucher Issuance and Briefings.
- Housing Quality Standards and Inspections.
- Recertifications.
- Appeals.

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency.
- Incarceration.
- Family emergency.

Procedure When Appointments Are Missed or Information Not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination for breach of a family obligation.

After issuance of a termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice may be rescinded if the family offers to cure the breach and the family does not have a history of non-compliance.

CHAPTER 16
CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS
(For HAP Contracts Effective Before October 2, 1995)

A. INTRODUCTION

This Chapter describes KCHA's policies, procedures and standards for servicing contracts that were effective before October 2, 1995. Voucher contracts in this category have provisions regarding KCHA's liability to owners when families move out. Vouchers have provisions for damages.

B. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages and unpaid rent after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The KCHA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the KCHA will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The KCHA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the KCHA for claims paid to the owner.

C. UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease, and the KCHA will not reimburse the owner for any claims under these agreements.

D. MOVE-OUT AND CLOSE-OUT INSPECTIONS

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by KCHA inspectors. KCHA's initial inspection of the unit will include a "conditions" report, which will be compared to the conditions found during the move-out inspection.

The owner must notify the KCHA of the move-out and request an inspection within 48 hours of

learning of the move-out in order to submit a claim for damages.

If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.

The owner and tenant will be notified of the date and time of the inspection.

A damage claim will not be approved unless the move-out inspection is requested and completed prior to any work being done.

E. PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum-allowable security deposit, which the owner could have collected under the program rules. If the maximum-allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from KCHA up to the limits for each program.

If the owner claims vacancy loss, the security deposit that s/he collected or could have collected may be deducted from the vacancy loss claim.

KCHA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of the amount payable. The family is informed that a claim is pending through a notice sent to the last-known address. The notification will state the preliminary amount and the type of claim and describe the procedure for contesting the claim.

KCHA will offer the family 15 days to contest the claim. If the family disputes the claim, KCHA will schedule an informal meeting with the owner and tenant in order to resolve the differences.

If the owner fails to attend the meeting, the KCHA will consider this prima facie evidence of the validity of the tenant's position.

If the tenant fails to attend the meeting, KCHA will proceed with its original determination.

Meetings will not be rescheduled if neither party attends.

At the informal hearing, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family will be offered a Repayment Agreement. If the family does not agree to sign a Payment Agreement, the KCHA will process the account for collection.

If the family demonstrates that the claim, or parts of it, is invalid, the KCHA will adjust the amount. The KCHA may offer the tenant an opportunity for an Informal Hearing regarding the claim if disputes cannot be resolved.

After a determination has been made, the KCHA will notify the family in writing of the decision. If it has been determined that the family owes money, KCHA will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that its assistance may be terminated and they may be denied future participation in the program if they do not reimburse the KCHA as required.

Other Requirements for Claims Processing

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

Costs of filing eviction to remove the tenant or any other legal fees may not be reimbursed. No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 90 days of the date the owner learned of the move-out.

CHAPTER 17
OWNER OR FAMILY DEBTS TO KCHA

A. INTRODUCTION

This Chapter describes KCHA's policies for the recovery of monies that have been overpaid for families and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the KCHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support KCHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the KCHA, the KCHA will make every effort to collect it. The KCHA will use a variety of collection tools to recover debts including, but not limited to:

- Abatements
- Reduction in HAP to owner;
- Requests for lump sum payments;
- Civil suits;
- Repayment agreements;
- Collection agencies;
- Credit bureaus; and
- Income Tax set-off programs.

B. REPAYMENT AGREEMENT FOR FAMILIES

A repayment agreement as used in this Plan is a document entered into between KCHA and a person who owes a debt to KCHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provision of the agreement, and the remedies available to KCHA upon default of the agreement. All payment agreements are made at the sole discretion of the KCHA.

The maximum amount for which KCHA will enter into a payment agreement with the family is $1200. The minimum length of time KCHA will enter into a payment agreement with a family is 12 months. The minimum monthly amount of a monthly payment for any payment agreement is $100.

There are some circumstances in which KCHA will not enter into a payment agreement, such as:

- If the family already has a payment agreement in place.

- If KCHA determines that the family committed program fraud.

If KCHA determines that the debt amount is larger than can be paid back by the family within 12 months.

Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of business three days after the due date. If the due date falls on a weekend or holiday, payment will be due at the close of the next business day.

If the family's repayment agreement is in arrears, the KCHA may:

- Require the family to pay the balance in full.
- Pursue civil collection of the balance due.
- Terminate the housing assistance.
- Grant an extension of 10 days.

If the family requests a move to another unit and has a repayment agreement in place, the family will not be permitted to move.

C. GUIDELINES FOR REPAYMENT AGREEMENTS

Repayment agreements will be executed between KCHA and the head of household, a co-head or spouse only.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Executive Director or his/her designee.

No move will be approved until the debt is paid in full, unless the move is the result of the following causes and the repayment agreement is current:

- Family size exceeds the HQS maximum occupancy standards;

- HAP contract is terminated due to owner non-compliance or opt-out;

- Natural disaster.

If the family has a repayment agreement in place and incurs an additional debt to the KCHA, KCHA will not enter into more than one repayment with the family. Any new debts must be paid in full.

D. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> "Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements."

Family Error/Late Reporting

Families who owe money to KCHA due to program fraud or the family's failure to report increases in income will be required to repay in accordance with the guidelines in the repayment section of this chapter.

Program Fraud

If a family owes an amount that equals or exceeds $25,000 as a result of program fraud, the case will be referred to Inspector General. Where appropriate, the KCHA will refer the case for criminal prosecution.

E. OWNER DEBTS TO KCHA

If KCHA determines that the owner has retained Housing Assistance or Claim Payments that the Owner is not entitled to, the KCHA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the KCHA will:

- Require the owner to pay the amount in full within 30 days or enter into a Repayment Agreement for the amount owed.
- Pursue collections through the local court system.
- Restrict the owner from future participation.

F. WRITING OFF DEBTS

Debts will be written-off if:

The debtor's whereabouts are unknown and the debt is more than seven years old.

A determination is made that the debtor is judgment proof.

The debtor is decreased and has no estate.

The debtor is confined to an institution indefinitely or for more than five years.

The amount is less than $50 and the debtor cannot be located.

CHAPTER 18
COMPLAINTS AND APPEALS

A. INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the KCHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a KCHA decision. The procedures and requirements are explained for informal reviews and hearings. It is the policy of the KCHA to ensure that all families have the benefit of all protections due to them under the law.

B. COMPLAINTS TO THE KCHA

KCHA will respond promptly to complaints from families, owners, employees, neighbors of participants and members of the public. All complaints will be documented. KCHA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

The categories of complaints are:

- Initial complaints from families when the family disagrees with an action or inaction of the KCHA or owner.
- Initial complaints from owners when the owner disagrees with an action or inaction of the KCHA or a family.
- Initial complaints or referrals from the general public or persons in the community or officials regarding KCHA, a family or an owner.
- Complaints from staff when a staff person reports an owner or family either violating or not complying with program rules.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the KCHA determines that an applicant is ineligible for the program or for a preference claimed, the family must be notified of their ineligibility in writing. The notice must contain:

- Reason(s) they are ineligible.
- Procedure for requesting a review if the applicant does not agree with the decision.

- Time limit for requesting a review.

KCHA must provide applicants with the opportunity for an informal review of decisions denying the following:

- Listing on KCHA's waiting list.
- Qualification for preference.
- Issuance of a Voucher.
- Assistance under portability procedures.
- Participation in the program.

Informal reviews are not required for established policies and procedures and KCHA determinations such as:

- Discretionary administrative determinations by the KCHA.
- General policy issues or class grievances.
- Determination of the family unit size under the KCHA subsidy standards.
- Refusal to extend or suspend a Voucher.
- Disapproval of lease.
- Determination that unit is not in compliance with HQS.
- Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Review

A request for an informal review must be received by the close of the business day, no later than 10 days from the date of receipt of KCHA's letter denying assistance. The informal review will be scheduled within a reasonable time frame (generally within 15 days) from the date the request is received.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The review may be conducted by a staff person who occupies a supervisory position.

The applicant will be given the option of presenting oral or written objections to the decision. Both KCHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

Review will generally be held in the office; however, reviews may be conducted by mail or telephone if required to provide reasonable accommodation.

A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES

KCHA will provide a copy of the hearing procedures in the family briefing packet.

When KCHA makes a decision regarding a participant's eligibility and/or the amount of assistance, the participant must be notified in writing. The KCHA will give the family prompt notice of such determinations, which will include:

- Proposed action or decision of the KCHA.
- Date the proposed action or decision will take place.
- Family's right to an explanation of the basis for the KCHA's decision.
- Procedures for requesting a hearing, if the family disputes the action or decision.
- Time limit for requesting the hearing.

KCHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following KCHA determinations:

- Family's annual or adjusted income and the housing assistance payment.
- Appropriate utility allowance used from schedule.
- Family unit size under KCHA subsidy standards.
- Termination of assistance for any reason.
- Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account.
- Payment to an owner for damages, unpaid rent or vacancy loss claim.

KCHA must always provide the opportunity for an informal hearing for termination of assistance.

Informal hearings are not required for established policies and procedures and KCHA determinations such as:

- Discretionary administrative determinations by the KCHA.
- General policy issues or class grievances.
- Establishment of KCHA schedule of utility allowances for families in the program.
- KCHA determination not to approve an extension of a Voucher term.
- Disapproval of unit or lease
- Unit is not in compliance with HQS (KCHA must provide hearing for family breach of HQS because that is a family obligation determination).
- Unit is not in accordance with HQS because of the family size.
- Determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.

Notification of Hearing

It is KCHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the KCHA will ensure that participants will receive all of the protections and rights afforded by the law and the regulations.

When the KCHA receives a request for an informal hearing, a hearing shall be scheduled within 15 days. The notification of hearing will contain:

- Date and time of the hearing.
- Location where the hearing will be held.
- Family's right to bring evidence, witnesses, legal or other representation at the family's expense.
- Right to view any documents or evidence in the possession of KCHA and upon which KCHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than seven days before the hearing date.
- Notice to the family that the KCHA will request a copy of any documents or evidence the family will use at the hearing.

Hearing Procedures

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the KCHA within 24 hours, excluding weekends and holidays. The KCHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to KCHA's determination.
- Examine the documents in the file, which are the basis for the KCHA's action, and all documents submitted to the Hearing Officer.
- Copy any relevant documents at their expense.
- Present any information or witnesses pertinent to the issue of the hearing.
- Request that KCHA staff be available or present at the hearing to answer questions pertinent to the case.
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the KCHA will make the copies for the family and assess a charge of thirty-five cents per copy. In no case will the family be allowed to remove the file from the KCHA's office.

In addition to other rights contained in this Chapter, KCHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing.
- Be notified if the family intends to be represented by legal counsel, advocate, or another party.
- Examine and copy any documents to be used by the family prior to the hearing.
- Have its attorney present.
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by the Executive Director who is neither the person who made or approved the decision, nor a subordinate of that person.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the KCHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the KCHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the KCHA and the family within 15 days and shall include:

- Clear summary of the decision and reasons for the decision.
- If the decision involves money owed, the amount owed.
- Date the decision goes into effect.

KCHA is not bound by hearing decisions which:

- Concern matters in which KCHA is not required to provide an opportunity for a hearing.
- Conflict with or contradict to HUD regulations or requirements.
- Conflict with or contradict Federal, State or local laws.
- Exceed the authority of the person conducting the hearing.

KCHA shall send a letter to the participant if it determines the KCHA is not bound by the Hearing Officer's determination within 10 days. The letter shall include KCHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON CITIZENS" [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the KCHA hearing is pending but assistance to an applicant may be delayed pending the KCHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, KCHA must notify the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with KCHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give KCHA a copy of the appeal and proof of mailing, or KCHA may proceed to deny or terminate. The time period to request an appeal may be extended by the KCHA for good cause.

The request for a KCHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in section E of this Chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the KCHA will:

- Deny the applicant family.
- Defer termination if the family is a participant and qualifies for deferral.
- Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the KCHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All Other Complaints Related to Eligible Citizen/Immigrant Status

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights describes above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES [24 CFR 982.204, 982.552(c)]

When applicants are denied assistance, or the KCHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review/informal hearing process.

KANKAKEE COUNTY (IL) HOUSING AUTHORITY
DWELLING LEASE AGREEMENT

ACCOUNT NUMBER _____ # OF BEDROOMS _____ PROJECT _____

1. **IDENTIFICATION OF PARTIES AND PREMISES:** The Kankakee County (IL) Housing Authority (Landlord) relying upon the statements, certifications, and other information provided by the Tenant concerning the household composition, income and employment of all family members as reported, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit No.) _____ located at _____ Kankakee County, Illinois (premises) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

2. **TERM, AMOUNT AND DUE DATE OF RENT:**

The term of the lease shall be for 12 months from the date of the initial signing and shall commence on the _____ th day of _____, 200____. It is understood that this lease, until terminated or modified as provided for herein, shall be automatically renewed for a 12-month term except for non-compliance with the Authority's 8 hour community service requirement

Tenant agrees to pay monthly rent, in advance, of $_____ on the first day of each month. Rent shall be due and payable on the first day of each month and is delinquent after the 5th day of the month. If this lease is effective after the first day of the month, the prorated rent for the first month shall be $_____.

If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant shall be responsible for Landlord's reasonable attorney fees, costs of collection and court costs associated with the legal action.

Late fees: If the tenant fails to make payment by the fifth day of the month, a late fee in the amount of $15.00 will be charged.

3. **SECURITY DEPOSIT:** Tenant agrees to pay $_____as a security deposit to be used by the Landlord at the termination of this Lease toward reimbursement of the cost of cleaning and repairing any damage beyond normal wear and tear to the unit caused by the Tenant, household member(s) or guest(s) and any rent or other charges owned by the Tenant. This Security Deposit shall also be used for the purpose of removing any articles left on the premises by the Tenant. Landlord will return the Security Deposit balance with an itemized written statement showing any deductions from the Deposit. Any refund of Security Deposit due the Tenant will be refunded within thirty (30) days after the Tenant yields possession of the keys for the dwelling unit to the Landlord, and has provided the Landlord written notice of the intent to vacate the dwelling unit at least thirty (30) days prior to the actual date of vacating, and has provided a forwarding address. FULL PAYMENT of the Security Deposit is due PRIOR to Occupancy; however, the Authority may provide for gradual accumulation of the security deposit prior to occupancy.

4. **UTILITIES:** Landlord agrees to furnish the following utilities: _____. Tenant agrees to furnish and maintain the following utilities: _____. If Tenant incurs utility charges in excess of the utility allowance, Tenant agrees to pay the excess utility charges(s).

5. **EQUIPMENT:** The Landlord agrees to furnish a Range and Refrigerator in working order. The Tenant agrees to keep this equipment clean during their occupancy. Should the Landlord upon the required inspections of the units find this equipment not to be in clean condition the Landlord may assess charges to the Tenant for the maintenance required to alleviate the situation. These charges are posted on the Tenant charge sheet in the Landlord's office.

6. **DETERMINATION, REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

(A) **INCOME BASED RENT.** Once each year, or as requested by the Landlord, Tenant agrees to furnish updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information and use said verified information to establish the amount of the Tenant's rent for the next year. At the time of the annual review, the Landlord shall advise the Tenant of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period beginning on the date the employment began, when earned income increase is the result of a family member who (1) was unemployed for at least 12 months, (2) is participating in a self-sufficiency program or job training program, or (3) is, or was in the past six months receiving welfare. Please refer to the Authority's most recent Admissions and Continued Occupancy Policy (ACOP) that contains all appropriate information on HUD's regulations on income disregards.

FLAT RENT. If the tenant elects to pay the Flat Rent instead of income-based rent, KCHA will conduct a reexamination of family income at least every three years and a reexamination of family composition at least annually.

Tenant may change rent calculation method at any reexamination. Tenants who have chosen the flat rent option may request a re-examination and change to the income-based rent calculation at any time if the Tenant's income has decreased, their on-going expenses for such purposes as child care and medical care have changed, or any other circumstance that create a hardship for the family that would be alleviated by a change.

When the Landlord re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure.

(B) Monthly rent as shown on page 1 of this Lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family composition, or Tenant opts to change from flat rent to income-based rent calculation.

(C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord verifiable information regarding such change.

(D) Changes in rent will be made as follows:

(1) A decrease in rent resulting from a decrease in family income will be effective the first of the month following the date of the decrease in family income is reported **and verified in writing;**
(2) Tenant agrees to pay any increase in rent resulting from the implementation in changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
(3) Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.

(E) If as a result of misrepresentation made by Tenant at the time of admission, annual re-examination, or rent review, Tenant pays rent in an amount lower than set forth in the Schedule of Rents, Tenant shall be liable for the difference between the actual rent paid and the rent which should have been paid as determined by proper application of the Schedule of Rents. Tenant shall be liable for such difference from the date of the misrepresentation to the date on which the proper rent adjustment becomes effective. Restitution of the difference must be paid in full within thirty (30) days unless repayment arrangements are made. Failure to pay the balance constitutes late Rent and the Landlord shall be authorized to initiate lease termination/eviction proceedings thirty (30) days after Tenant receives written notice of the delinquency. Landlord shall also be authorized to pursue further action as provided by Federal law, State law, or Landlord's policies and regulations.

7. OBLIGATION OF TENANT; TENANT AGREES:

Special Definitions Section:

Drug-Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of controlled substance as defined by Federal or State law.

Guest: For purposes of this lease, the term "guest" means a person on the Tenant's premises with consent of a household member.

(A) Not to assign the lease or to sublease the premises;
(B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section, and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the written permission of management;
(C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section 8.B. of this lease.
(D) That guests may visit with consent of a household member. The tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord;
(E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants now in effect or hereafter posted on the premises, delivered or mailed to Tenant;
(F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;
(G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;
(H) To dispose of all garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
(I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the Landlord
(J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
(K) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the project (including damage to project buildings, facilities or common areas) caused by the tenant, a member of the Tenant household or a guest.

(L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;

(M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or guest, shall not engage in:

(1) Any criminal activity on or off the premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants, employees of the Landlord or any other person lawfully on the Landlord's premises.

(2) Any drug-related criminal activity on or off the premises; or any activity by a tenant or guest in which the landlord determines that a tenant or guest is illegally using a controlled substance.

(3) Any illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, prescription or over the counter drugs may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants, employees of the Landlord, or persons legally on the premises.

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION 17 AND 24 WITHOUT AN ARREST OR CONVICTION.

(N) Not to keep or use flammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other flammable materials or explosives (including fireworks);

(O) Not to display any signs whatsoever, and not to use tacks, nails screws, or any fasteners on an part of the premises except and under the conditions prescribed by Landlord;

(P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of the Landlord and in accordance with the Landlord's Pet Policy;

(Q) To pay when due all charges due under this lease;

(R) Not to install any air conditioner, clothes dryer, additional telephones, cable lines, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;

(S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;

(T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;

(U) To keep all appliances and equipment reasonably clean and use reasonable care in their use, operation and maintenance at all times;

(V) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;

(W) To park motorized vehicles only in designated parking areas and never on grassed areas; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;

(X) To notify Landlord on or before any extended absence from the premises in excess seven (7) calendar days;

(Y) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein be reference.

(Z) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change (see also Section 6.C. of this lease);

(AA) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises;

(BB) Not to possess any firearms in or about the premises.

(CC) To perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation;

(DD) To transfer to an appropriate size dwelling unit based on family composition upon notice by the Landlord that such a dwelling unit is available;

(EE) To furnish complete and accurate written information to Landlord in a timely manner;

(FF) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein;

(GG) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling;

(HH) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's family to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals;

(II) To provide the Landlord within 30 calendar days advance notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the administrative office or sent by U.S. Mail properly addressed and providing a forwarding address. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered vacated for rental charge purposes only, until such time as the keys are returned and the landlord accepts the unit;

(JJ) Not to keep or permit waterbeds or any other water-filled furniture on the premises without written approval by Landlord;

(KK) Tenant or family member agrees that any person who is under a "No Trespassing" notice will not be allowed in or near the dwelling unit without the consent of the Landlord. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to Tenant of the person's name and nature of trespass notice.

8. TENANT'S RIGHT TO USE AND OCCUPANCY:

(A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purpose of this lease, the term "guest" means a person on the premises with consent of a household member.
(B) With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.

(1) With the prior written consent of the landlord, a foster child or a live-in aid may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
(a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such unit is available.
(b) The Landlord's obligation to make reasonable accommodation for handicapped person.
(2) *Live-in-aide* means a person who resides with an elderly, near elderly, disabled or handicapped person and who:
(a) Is determined to be essential to the care and well being of the person;
(b) Is not obligated for the support of the person; and
(c) Would not be living in the unit except to provide the necessary supportive services.

9. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

(A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
(B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;
(C) To make necessary repairs to the premises;
(D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
(E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
(F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section 7.H. of this lease;
(G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by and installation within the exclusive control of the Tenant and supplied by a direct utility connection;
(H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in the lease in the Landlord's administrative office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be delivered directly or mailed to each Tenant;
(I) To post in the administrative office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment of reference, and to make any changes or modifications available to Tenant.

10. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the Event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

(A) The Tenant shall immediately notify the Landlord of the damage;
(B) The Landlord shall be responsible for repair of the unit within a reasonable time; *PROVIDED* that if the damage was caused by the Tenant, Tenant's household members or guests, the cost of the repairs shall be charged to the Tenant;
(C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;
(D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations are not provided in accordance with Paragraph (C) of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the household or guests.

11. INSPECTIONS:

Before occupancy by the Tenant, the Landlord and the Tenant shall inspect the dwelling unit and the Tenant and the Landlord shall both sign a **written** statement of the condition of the unit and the equipment furnished therein. Should any repairs and/or replacements be necessary they shall be noted on the inspection and within a reasonable time the Landlord shall make the necessary repairs and/or replacements. Tenant agrees that the authorized agent, employees or representatives of the Landlord will be permitted to enter Tenant's dwelling unit for the purpose of performing routine inspections, maintenance and for making improvements and repairs, or to show the premises for releasing. Such entry may be made only during reasonable hours after a forty-eight (48) hour notice in writing to the Tenant of the purpose. Landlord shall have the right to enter Tenant's dwelling unit without prior notice if the Landlord believes that an emergency exists within the unit. In such an event, and where Tenant or other adult is not present, Landlord shall leave written notice at the premises specifying the date, time and purpose of the entry.

When the Tenant calls the Landlord requesting routine maintenance, the necessary repairs will be listed on maintenance personnel's **schedule** of work to be performed. If Tenant will not be at home at the time of the repair, Tenant will leave a note taped to entry door that the maintenance personnel are authorized to enter the premises.

When the Tenant vacates the premises, the Landlord will inspect the dwelling unit and provide Tenant with a written statement (Inspection Form). A Statement of the Charges, if any, for which the Tenant is responsible will be mailed to the forwarding address **provided** by the Tenant. Tenant and/or his representative may be present for such inspection. Should the Tenant vacate the premises without notice, Tenant agrees that Landlord will inspect the unit without Tenant's presence and any items remaining in the unit shall be disposed of after thirty (30) days by whatever action is determined by the Landlord. Landlord shall not be held responsible for any item(s) disposed of under this section, and all charges for which the Tenant is responsible shall be paid upon billing by the Landlord.

INTERIM INSPECTIONS: In accordance with HUD regulations, Tenant agrees that the authorized agent or representative of the Housing Authority will conduct interim inspections as needed. Such annual or interim inspections will be made only during reasonable hours after a forty-eight (48) hour notice in writing to Tenant. Tenant also agrees that should the need be determined that other interim inspections are necessary the Landlord may after a twenty-four (24) hour advance notice in writing specifying the date and time of the inspection.

12. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby agrees that the Landlord and/or the Landlord's employees, will remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the employees, as Tenant's agent, to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of seven (7) days from the date of discover, the rent is not current, and Tenant has not notified the Landlord in writing in advance of an intended absence, or otherwise as provided in the Agreement. Landlord may deduct the cost of storage from Tenant's security deposit.

13. NOTICES:

(A) The Landlord shall notify the Tenant of specific grounds for any proposed adverse action by Landlord. (such adverse action includes, but is not limited to, a lease termination/demand for possession (if applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

(B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section 23 of this lease:

(1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section 14.B. shall constitute adequate notice of proposed adverse action.

(2) In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

14. NOTICE PROCEDURES:

(A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:

(1) Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Tenant; and

(2) Notice to the Landlord shall be in writing, delivered to the administrative office or sent by U.S. First class mail properly addressed.

(B) Notice to terminate/vacate from Landlord shall comply with Illinois Law. Such notice shall be in writing and shall be delivered to the Tenant or an adult member of Tenant's household or posted at the premises and sent prepaid first class mail – Return Receipt Requested.

(C) If the Tenant is visually impaired, all notices must be in a format understandable by Tenant.

(D) Except as provided to the contrary herein, notices to the Tenant shall be in writing and either delivered to Tenant or an adult member of Tenant's household, or sent by prepaid first class mail, registered mail, or certified mail properly addressed to Tenant. Tenant shall be permitted to specify in writing any other address, if different from the address of Tenant's dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Tenant's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the Tenant.

Tenant agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Tenant's address indicated above shall serve as Tenant's last known address for purposes of the laws of Illinois or Federal law.

TENANT AGREES TO GIVE LANDLORD THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

15. TERMINATION OF TENANCY AND EVICTION:

(A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause;

(B) The Landlord shall give written notice of lease termination/demand for possession of: Fourteen (14) calendar days in the case of failure to pay rent, and not to exceed 30 days when the health or safety of tenants or KCHA employees is threatened. In all other cases (except in 17 below), at least 30 days notice shall be given.

(C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. These notices may be combined into one document. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.

(D) Any Federal and State required notices shall run concurrently.

(E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section 13. (B) (1). has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:

(1) State that the Tenant is not entitled to a grievance hearing on the termination.

(2) Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.

16. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Illinois statutory eviction requirements.

17. EVICTION FOR CRIMINAL ACTIVITY:

Landlord discretion to consider circumstances. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. Where the Landlord determines that eviction for criminal activity is appropriate, a three (3) day Notice to Vacate will be issued. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. The Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.

18. ACCOMMODATION OF PERSONS WITH DISABILITIES:

(A) A handicapped/disabled person shall be provided reasonable accommodation to provide the handicapped/disabled person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

(B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

19. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section 9.H. of this lease. In the event HUD regulations change the implementation of the programs governed by this lease, the HUD regulatory changes take precedence over the provisions of this lease. Tenants will be notified of any such changes in writing as soon as possible after the regulation changes.

20. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

21. SEVERABILITY:

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

22. TRESPASSING AND EXCLUSION OF NON-TENANTS:

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

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

(B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-tenants, including but not limited to, guests (as defined herein) who, (1) conduct themselves in a manner to disturb the tenant's peaceful enjoyment of their accommodations, community facilities or other areas of Landlord accommodations, community facilities or other areas of Landlord property; (2) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (3) engage in any activity that may threaten the health, safety or peaceful enjoyment of the Landlord premises by tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (4) engage in criminal activity or drug related criminal activity (as described herein), on or off Landlord premises; (5) engage in destroying, defacing, damage or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (6) engage in the illegal use or illegal possession of firearms and/or offensive weapons anywhere on Landlord premises; and/or (7) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the applicable laws and/or regulations.

23. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the tenant or the Landlord under this lease shall (except as provided in Section 15 (F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

24. ONE STRIKE POLICY:

All Federally assisted housing is intended to provide a decent, safe place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Kankakee County (IL) Housing Authority to fully endorse and implement the One Strike Policy as adopted by the Board of Commissioners.

25. COMMUNITY SERVICE OR ECONOMIC SELF-SUFFICIENCY PROGRAM:

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 mandated Public Housing Authorities to require that adults living in public housing comply with community service or economic self-sufficiency requirements, unless exempt according to the QHWRA. If not exempt, each adult Tenant shall: 1) Contribute 8 hours per month of community service within the community in which that adult resides; or 2) Participate in an economic self-sufficiency program for 8 hours per month.

If the Landlord determines that a Tenant subject to the community service requirement has not complied with the requirement, the Landlord shall notify the Tenant of such noncompliance and that:

(A) The determination of noncompliance is subject to the administrative grievance procedure under the Landlord's Grievance Procedures; and

(B) Unless the Tenant enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed.

The undersigned Tenant(s) hereby certify that I, and all members of my household have not committed any fraud in connection with any Federal housing assistance program. All information submitted to the Landlord in connection with any Federal housing assistance program before and during Lease term is true and complete to the best of my knowledge and belief.

BY:

_____ _____
Housing Manager Date

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

_____ _____
Tenant Date

_____ _____
Tenant Date

Copies of all procedure, policy and other documents referred to in this lease are available for review upon request during the normal business hours of the Kankakee County Housing Authority (KCHA) administrative office.

ATTACHMENT 1
LEASE ADDENDUM FOR DRUG-FREE HOUSING

1. In consideration of the execution or renewal of the lease for the dwelling unit identified in the Lease, KCHA and you agree as follows:

    a. You or any member of your household shall not engage in any drug-related criminal activity including, but not limited to, the manufacture, sale, distribution, use or possession of illegal drugs at any location, whether on or off KCHA property, not just on or near KCHA property.

    b. You, any member of your household, or any guest, visitor or another person under your control or the control of a household member, shall not engage in or facilitate criminal activity, including drug-related criminal activity, in your unit, in common areas, or on the grounds.

    c. You, any member of your household, or any guest, visitor or another person under your control or the control of a household member, shall not engage in activity that threatens the health, safety, or right to peaceful enjoyment of other tenants or employees of KCHA.

    d. You, any member of your household, or any guest, visitor or another person under your control or the control of a household member, shall not engage in acts of violence or threats of violence, including but not limited to, unlawfully discharging a firearm at any location, whether on or off KCHA property.

    e. You, any member of your household, or any guest, visitor or another person under your control or the control of a household member, shall not abuse alcohol in a manner which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

2. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL CONSTITUTE A VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Lease.

3. It is understood and agreed that a single violation shall be good cause for termination of this Lease and that proof of any of the violations named above shall not require an arrest or criminal conviction, but shall be by a preponderance of the evidence.

4. This Lease Addendum between KCHA and the Resident is incorporated into the Lease executed or renewed this day.

KCHA Representative	Resident	Date
Date	Resident	Date

KANKAKEE COUNTY HOUSING AUTHORITY
185 NORTH ST. JOSEPH STREET
KANKAKEE, IL 60901

GRIEVANCE PROCEDURE

March 2004

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GRIEVANCE PROCEDURE

I. PURPOSE AND SCOPE

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

II. APPLICABILITY

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

B. This Grievance Procedure does not apply to:

1. Disputes between tenants in which the Authority is not involved;

2. Any changes in Authority policies and procedures. This procedure is not intended as a forum for initiating or negotiating policy changes between a tenant or group of tenants and the Authority.

3. Class grievances.

4. Termination of tenancy or eviction that involves:

   a. Any criminal or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the Authority; <u>OR</u>

   b. Any drug-related criminal activity on or off the premises; <u>OR</u>

   c. Non-payment of rent, except when the dispute involves the amount of rent owed to the Authority.

C. The Escrow Account requirement (See Section VII below and also 24 CFR 966.55(3)(e)) does not apply to residents who have requested a financial hardship exemption from minimum rent requirements, if applicable, or who are subject to imputed welfare income because welfare benefits have been decreased because of fraud or failure to comply with requirements. The resident is not required to pay an escrow deposit for the portion of the rent attributable to the imputed welfare income.

III. DEFINITIONS

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

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

B. Complainant – Any tenant whose grievance is presented to the Authority in accordance with Sections IV and V of this procedure.

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

1. Adequate notice to the tenant of the grounds for terminating his or her lease and for eviction in accordance with the tenant's lease and/or federal and state law as applicable.

2. The right of the tenant to be represented by legal counsel.

3. The opportunity for the tenant to refute the evidence presented by the Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or fair defense which the tenant may have. The tenant may examine (and make copies of at the tenant's own expense) all relevant documents, records, policies, and regulations of the Authority prior to the hearing for the purpose of preparing a defense, except those documents exempt from inspection under the Illinois Freedom of Information Act (5 ILCS 140/7).

4. A decision on the merits.

5. A person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the person with the opportunity to participate in a grievance hearing.

D. Hearing Officer – A person selected by the Executive Director to hear grievances and make a decision. See Section V.B.

E. Hearing Panel – A panel selected by the Executive Director to hear grievances and to make a decision.

F. Tenant – The adult person (or persons) other than a live-in aide who:

1. Resides in the unit and who executed the lease with the Authority as lessee of the dwelling unit;

or, if no such person now resides in the unit:

2. Resides in the unit and is a remaining member of the tenant family residing in the dwelling unit.

G. Resident Organization – Includes Resident Councils, Resident Advisory Boards, and Resident Management Corporations.

H. Informal Meeting – Meeting held with complainant and the Authority in an attempt to resolve the grievance before going to a formal grievance hearing.

I. Informal Grievance – Written or oral presentation of grievance by complainant to the Authority at the informal meeting.

J. Summary of Discussion – A detailed, written document that provides information in writing on the major points discussed in the informal meeting and the Authority's decision on the grievance.

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

L. Waiver – The release of a right or claim.

M. Trial de novo – The right to a new trial.

IV. INFORMAL SETTLEMENT OF GRIEVANCE

A. If a tenant chooses to resolve his/her problem through the Grievance Procedure, he/she must request an informal meeting in writing within ten (10) business days from the date the problem originally arose.

B. The Authority will schedule an informal meeting within ten (10) business days of receipt of the written request.

C. The tenant must attend the informal meeting and personally present the grievance, either orally or in writing, so that it may be informally discussed and settled without a formal hearing. The informal meeting shall be conducted by a staff person selected by the Executive Director, who was not involved in the original decision or is not a subordinate of the person involved in the original decision.

D. Within ten (10) business days after the informal meeting, the Authority shall provide a written Summary of Discussion and send it to the tenant by Registered or Certified Mail or deliver it personally with a signed receipt obtained from the tenant. A copy will be retained in the tenant's file. The summary will specify:

1. Names of participants;
2. Date of the discussion;
3. Nature of proposed disposition of the grievance;

4. Specific reason for proposed disposition of the grievance;
5. Procedures by which a Hearing may be obtained if the tenant is not satisfied; and
6. That the tenant has five (5) business days from the date of the summary of the discussion to request a hearing.

E. Before a tenant can request a formal hearing by a Hearing Officer, the complainant must first submit the grievance for an informal meeting.

V. PROCEDURE TO OBTAIN A FORMAL HEARING

A. Request for a Hearing. If the tenant is dissatisfied with the final results of the informal meeting, he or she must submit a written request to the Authority within ten (10) business days after the receipt of the Summary of Discussion pursuant to Section IV. The written request for a formal hearing must specify the reason(s) for the grievance and the action or relief sought.

B. Selection of Hearing Officer. Grievances shall be presented before a Hearing Officer. The Hearing Officer shall be an impartial, disinterested person selected by the Executive Director from a list of potential Hearing Officers compiled by the Authority. The person selected by the Executive Director for each grievance shall be other than the person who made or approved the Authority action under review or a subordinate of that person.

C. Formal Hearing Prerequisite. All grievances shall utilize the procedures for an informal meeting as outlined in Section IV, Informal Settlement of Grievance, as a condition precedent to a hearing under Section V. If the tenant can show good cause why he/she failed to follow the procedure for an informal settlement to the Hearing Officer, the prerequisite informal settlement may be waived by the Hearing Officer.

VI. FAILURE TO REQUEST A FORMAL HEARING

If the tenant does not request a formal hearing within ten (10) business days following the date of the Summary of Discussion, the disposition of the grievance as provided in the Summary of Discussion shall become final and effective.

The tenant's failure to request a formal hearing does not waive his/her right to contest the disposition of the grievance in an appropriate judicial proceeding before a court of competent jurisdiction.

VII. HEARING INVOLVING AMOUNT OF RENT – ESCROW ACCOUNT

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

A. Pay the Authority the full amount of rent, calculated by the Authority, which was due on the first of the month preceding the month in which the grievance occurred; and

B. Deposit this same amount of rent due into an escrow account every month until the grievance is resolved by the Hearing Officer's decision.

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

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

VIII. SCHEDULE OF HEARINGS

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

A. Upon receipt of the Request for the Hearing, a formal hearing will be promptly scheduled by the Hearing Officer for a time and place reasonably convenient to both the complainant and the Authority. The written notification will be delivered to the tenant and appropriate Authority officials, by Registered or Certified mail, or delivered promptly with a signed receipt notice.

B. The written notification will specify:

1. The time of hearing.
2. Place of hearing.
3. Procedures governing the hearing.

IX. FAILURE TO APPEAR AT THE HEARING

A. If the tenant fails to appear at the formal hearing, the Hearing Officer may make a determination to postpone the hearing for a period not to exceed five (5) business days, or may make a determination that the non-appearing party has waived the right to a hearing.

B. The tenant and the Authority will both be notified in writing of this determination by the Hearing Officer within a reasonable time.

C. Failure of the tenant to appear at the hearing and a determination that he or she has waived the right to a hearing does not waive the tenant's right to argue the case in an appropriate judicial proceeding.

D. Tenants may request that a formal hearing be rescheduled. This request must be made at least 2 working days of the time scheduled for the hearing. A formal hearing will be rescheduled only one time.

X. PROCEDURE GOVERNING HEARING

A. The hearing shall be held before the Hearing Officer.

B. The tenant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine, prior to the hearing, any documents, including records and regulations that are directly relevant to the hearing, except those documents exempt from inspection under the Illinois Freedom of Information Act (5 ILCS 140/7). The tenant shall be allowed to copy such documents at his or her own expense. Any document requested but not made available to the tenant for examination may not be relied on by the Authority during the hearing;

2. The right to be represented by counsel or other person chosen as his or her representative and to have this person make statements on the tenant's behalf;

3. The right to a private hearing unless the tenant requests a public hearing;

4. The right to present evidence and arguments in support of his or her complaint, to object to irrelevant evidence and request that such evidence be excluded, and to confront and cross-examine all witnesses on whose testimony or information the Authority or project management relies; and

5. A decision based solely and exclusively upon the facts presented at the hearing.

C. Hearing Officer may render a decision without holding the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

D. At the hearing, the tenant must first show that he or she is entitled to the relief sought after which the Authority must justify the action or failure to act as cited in the complaint.

E. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues mentioned in the complaint may be received without regard to admissibility under the rules of evidence applicable in judicial proceedings.

F. The Hearing Officer shall require the Authority, the tenant, tenant's counsel and other participants or spectators to conduct themselves in an orderly fashion.

G. Failure to comply with the hearing officer's call for order may result in removal of the offending person from the proceedings, termination of the hearing, or the entry of judgment by default against the offending person.

H. The tenant or the Authority may arrange in advance, and at the expense of the party making the arrangement, for the minutes of the hearing. Any interested person may purchase a copy of the minutes.

I. Accommodation of Persons with Disability

1. The Authority will take steps to insure that reasonable accommodation for persons with disabilities is provided so that participation in any hearing is possible. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants.

2. If the tenant is visually impaired, any notice required under this Grievance Procedure must be in an accessible format.

XI. DECISION OF HEARING OFFICER

A. The Hearing Officer will prepare a written decision, including an explanation of the reasons for the decision, within ten (10) business days after the hearing.

B. A copy of the decision will be sent to the tenant and the Authority at the same time. The Authority shall retain a copy of the decision in the tenant's folder.

C. The decision of the Hearing Officer will be binding on the Authority which will take all actions, or refrain from any actions, necessary to carry out the decision unless the Executive Director determines within a reasonable time, and promptly notifies the complainant of his/her determination, that:

1. The grievance does not concern any act or failure to act on the part of the Authority involving the tenant's lease or Authority regulations which adversely affect the tenant's rights, duties, welfare or status; or

2. The decision of the Hearing Officer is contrary to applicable Federal, State and/or local law, HUD regulations or requirements of the Annual Contributions Contract between the Department of Housing and Urban Development and the Authority.

D. A decision by the hearing officer or Executive Director in favor of the Authority, or which denies the relief requested by the tenant in whole or in part, does not waive or affect any rights the tenant may have to a trial de novo or judicial review in any court of competent jursidiction, which may be filed in the future.

KANKAKEE COUNTY HOUSING AUTHORITY
185 N. ST. JOSEPH
KANKAKEE, IL 60901

PET POLICY

Adopted:

PET POLICY

OVERVIEW

This policy details the requirements for a tenant to keep a pet in a Kankakee County (IL) Housing Authority (KCHA) apartment. A tenant will not keep a pet in their apartment without prior written permission from KCHA.

This policy does not apply to animals that are used to assist persons with disabilities provided that the animal has been trained to assist persons with that specific disability and the animal actually assists the person with that specific disability (See Rule 21 below). However, the pet policy does not exempt such a tenant from the requirements of the lease that prohibit any conduct which disturbs other tenants or threatens the physical or social environment.

REQUIREMENTS

The KCHA will utilize the following procedures in implementing the pet policy.

Obtaining KCHA Permission: If an eligible tenant or prospective tenant wishes to obtain permission to keep a pet, KCHA staff will meet with the prospective pet owner and explain the Authority policy and review the pet rules. If KCHA finds a tenant or prospective tenant eligible to keep a pet, the tenant or prospective tenant must submit to the Authority a completed Pet Permit and Agreement Form, and pay the required security deposit.

KCHA reserves the right to deny permission to house pets which are or may be in the sole judgment of the Authority vicious or dangerous, or which are large in stature exceeding 25 pounds in weight.

Failure to Obtain Written Permission: If a tenant has not obtained written permission to keep a pet but does so anyway, the KCHA will seek to evict the tenant. If KCHA finds any unauthorized pet outside a tenant's apartment, as in their backyard or area in their exclusive control or a common area, KCHA will have the pet removed.

Complaints Against Pet Owners: In the event of complaints against approved pet owners, the KCHA shall work with the pet owner to resolve the complaints informally. If the complaints are not resolved and/or there has been a violation of the pet rules, KCHA shall impose fines in accordance with Rule 20 below.

If there are three violations, KCHA may, at its sole discretion, notify the tenant to remove the pet within ten (10) days (immediately if the animal is deemed "vicious"), terminate the pet owner's tenancy or both. Any unresolved complaints may be the subject of a grievance by the tenant under established

grievance procedures, except animals deemed "vicious" by KCHA must be removed from KCHA property pending any grievance.

Amending Pet Rules: The pet policy and rules may be changed at any time by KCHA provided that tenants are given an opportunity to comment and with thirty (30) days advance notice.

RULES

1) Any tenant or prospective tenant who wishes to keep a pet shall request permission in writing and meet with KCHA staff and submit a photo of the pet and other required documentation.

2) If approved by the Authority, a Pet Permit and Agreement (Amendment of Dwelling Lease), shall be signed immediately by the tenant, with original to the tenant file and a copy in a general pet file and a copy to the tenant. This Dwelling Lease Amendment contains the rights and responsibilities of the tenant and management with respect to pet ownership.

3) **Only common household pets are permitted.** Common "household" pets shall be limited to domesticated dogs, cats, fish, birds and turtles that are traditionally kept in the home rather that for commercial or other purposes.

4) The number and size of the pet(s) is limited to one type of pet as follows:

    a) Dogs and cats – limit of one dog or cat per household – Dogs cannot exceed 25 pounds and must be able to fit into a carrier for travel; or

    b) Birds – limit of two per household, no larger than a parakeet – Birds must be kept in a cage at all times; or

    c) Fish – limit of one tank per household with a maximum capacity of 20 gallons, and no more than 20 small non-poisonous fish; or

    d) Turtles – no more than two per household, small in size. Turtles must be kept in a cage or other container at all times.

    e) Any other pet approved by KCHA that does not threaten the health, safety and welfare of others.

5) All dog and cat owners must present proof that their pet is registered with the KCHA and identification tags must be worn at all times.

6) The tenant must be able to maintain control over their pets.

7) Dogs and cats must remain within the unit and not be allowed outside, unattended, at any time.

8) No chaining of unattended dogs permitted at any time.

9) Dogs must be walked while on a leash and all droppings must be removed and disposed of by the person walking the animal. Failure to do so is considered a violation of these pet rules and a $50.00 fine will be assessed. Units, yards and KCHA property must be kept free of odors, insect infestation and pet feces, urine, waste and litter.

10) Cat litter boxes are required, and must be maintained in a sanitary manner and be kept free of odors and insect infestation. Used cat litter must be disposed in an appropriately wrapped and sealed heavy-duty bag.

11) Dogs and cats must be inoculated, and neutered or spayed with proof of licensing and inoculations according to state and local laws, and the name of the veterinarian provided to KCHA. Owners must provide a certification each year at the time of their annual reexamination that the pet continues to be in good health and has all required vaccinations. These documents will be placed in the tenant file along with a fully executed pet agreement.

12) Any animal that is used to threaten either people or other animals or does threaten to attack or attacks will be deemed "vicious" and barred from the development. If the tenant does not immediately remove the animal, the tenant will be in material violation of his/her lease, and may be evicted.

13) KCHA, at its sole discretion, may randomly and periodically inspect the units of pet owners with appropriate notice to ensure compliance.

14) Pets must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing property including doors, walls, windows, screens, floors and window coverings, other units, common areas, buildings, landscaping or shrubs.

15) No pet is allowed at any time in community/recreation rooms, laundry rooms or other interior or exterior sitting areas.

16) Pet owners shall be liable for damage caused by their pets. KCHA shall require a pet deposit of $200.00 per pet category as defined in # 4 above.

    If the tenant's pet deposit does not cover the damages, management and the tenant will agree on a payment plan to pay for the damage as well as replacement of the pet deposit. Existing KCHA residents can pay their pet deposit in two installments.

The pet deposit is separate from, and in addition to, any security deposit held on behalf of the tenant by KCHA. The pet deposit will be returned to the pet owner within 30 days of the day the pet is removed or within 30 days of the day the tenant vacates the unit, whichever comes first, less deductions detailed in writing and reasonably related to the regulation of pets.

17) Tenants must board their pets (except for fish) away from the development or make other arrangements for the care of their pets when they intend to leave their unit for 24 hours or more. The Pet Permit and Agreement requires tenants to provide KCHA with the name and phone number of a relative or friend who has agreed to assume responsibility for the pet in the event of sudden illness or death of the tenant. The KCHA reserves the right to consider the presence of an unattended pet an emergency, and will enter the unit to remove the pet.

18) KCHA staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where there is an unattached animal. If KCHA is unable to perform necessary work in the unit due to an unattached animal, the tenant may be terminated and evicted for failure to allow KCHA access to the unit.

19) Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the rights of others to peaceful enjoyment of the premises. A tenant will be fully responsible for any disturbance or injury to other tenants or KCHA staff caused by its pet. Any disturbance or injury will be a violation of the pet policy and rules and the tenant's lease, and KCHA may at its sole discretion require the tenant to remove the pet immediately or within ten (10) days, terminate the pet owner's tenancy or both.

20) The KCHA may impose fines upon tenants for the violation of any pet rule contained herein. At the time a pet owner first violates any rule, the KCHA will send the owner a written warning and a $50.00 fine will be assessed. This fine is in addition to any necessary costs of repair. The KCHA may assess additional $50.00 fines for subsequent violations, and may request the tenant to remove the pet or be subject to eviction after three violations.

21) Tenants or prospective tenants who claim that a particular animal is used to assist persons with disabilities and who want to be exempt from the provisions of these Pet Rules must provide KCHA with:

    a) A certification that the tenant or prospective tenant or a member of his or her family is a person with a disability; and

    b) Documentation that the animal has been trained to assist persons with that specific disability and actually assists the person with that disability.

22) No visiting pets are allowed.

23) These Pet Rules are posted in the KCHA management office and are incorporated by reference into the Lease.

KANKAKEE COUNTY (IL) HOUSING AUTHORITY

PET PERMIT AND AGREEMENT
AMENDMENT OF THE DWELLING LEASE

I acknowledge that I have read, understand and agree to comply with all aspects of KCHA's Pet Policy.

I also understand that I must give to KCHA the name of an individual or Authority who will be contacted should I become incapable of caring for my pet(s) because of illness, incapacitation or death. That person or Authority is:

_____
NAME

_____
ADDRESS PHONE NO.

The pet(s) I wish to keep in my dwelling unit is:

(1)

_____
DESCRIPTION

_____
NAME

_____
DATE

(2)

_____
DESCRIPTION

_____
NAME

_____
DATE

_____
KCHA REPRESENTATIVE

_____
RESIDENT

_____
RESIDENT

_____
RESIDENT

KANKAKEE COUNTY HOUSING AUTHORITY
185 N. ST JOSEPH
KANKAKEE, IL 60901

RENT COLLECTION POLICY

Adopted:

RENT COLLECTION POLICY

I. POLICY STATEMENT

This policy is adopted by the Kankakee County (IL) Housing Authority (hereinafter referred to as KCHA) and applies to all residents of its low-income public housing. It addresses the manner in which residents must pay their monthly rent and the consequences of late payment or non-payment of rent due to KCHA. This policy is consistent with the laws of the State of Illinois, HUD regulations, and KCHA's Dwelling Lease. KCHA is committed to enforcing this policy in an equitable and non-discriminatory manner.

The Rent Collection Policy is designed to achieve the following goals:

- Clarify for tenants and staff, KCHA's position with regard to rent collection.
- Establish strict guidelines for extending Repayment Agreements only in extenuating circumstances as defined by KCHA or for retroactive rent charges.
- Streamline and simplify the legal process used by KCHA.

II. MONTHLY RENT

In accordance with HUD regulations, tenants can elect annually between paying an income-based rent or a flat rent. For an income-based rent, tenants are charged a rent the greater of: (a) the minimum rent ($50); (b) 30% of their monthly adjusted income; or (c) 10% of their gross income. Tenants residing in units where some or all of the utilities are paid directly by the tenant receive a utility allowance in the form of a monthly rent reduction. Tenants selecting a flat rent pay the rent applicable to the appropriate bedroom size from the schedule of flat rents available at the management office.

Tenants paying an income-based rent are required to report their income to KCHA annually and rent shall be adjusted accordingly. During the course of the year, if residents have any change in income or in allowable expenses they must report the change within 10 days for an interim reexamination of income that may change their rent.

Tenants paying a flat rent are required to have their income reexamined every three years and their family circumstances reexamined annually. Families experiencing hardships may switch from paying flat rents to income-based rents.

III. RENT PAYMENTS

Rent shall be paid to KCHA via First Class mail to an established Post Office Box address or to designated banks and other locations posted at KCHA's Main Office. Tenants will also receive written notification by mail of the designated locations where rent payments can be mailed. Cashier checks and money orders are the only acceptable forms of payment.

KCHA will not accept partial payments of rent.

Rent is due and payable on the first of each month. Tenants who fail to make full payment by 5:00 p.m. on the 5th day of the month are considered delinquent and will be assessed a late fee. Tenants who pay their full rent but fail to pay miscellaneous charges properly due may also be subject to eviction action.

Repeated late payments of rent, defined as failure to pay the amount of monthly rent due by the 5th day of the month, three (3) times in any twelve (12) month period, shall be grounds for lease termination and/or non-renewal.

IV. RENT DISPUTES

Tenants who wish to dispute any action taken by KCHA for non-payment of rent may do so through the KCHA's Grievance Procedure in effect at the time the grievance or appeal arises. Copies of the Grievance Procedure are posted in the management office and management staff can assist tenants with informally settling the grievance in accordance with the Grievance Procedure and scheduling any subsequent hearing. KCHA enforces the escrow requirements contained in the Grievance Procedure.

V. REPAYMENT AGREEMENTS

In extenuating circumstances involving severe hardship situations and in cases of retroactive rent charges, KCHA may enter into a "Repayment Agreement" extending the time allowed for residents to make full payment of money due and owing to KCHA. KCHA is under no obligation to approve and execute Repayment Agreements and does so in its sole discretion and only as an accommodation to residents.

Requests for Repayment Agreements must be made to the Housing Manager at the time that retroactive rent charge is assessed or no later than the expiration date of the fourteen (14) day Notice of Lease Termination. The Executive Director shall have the authority and discretion to approve such requests based upon consideration of the following factors:

1. A Repayment Agreement form (see Attachment 1) is properly completed and executed.

2. The Agreement stipulates that the outstanding balance is due in monthly installments as determined by the Executive Director, but not to exceed a period of six (6) months.

3. The tenant and/or the tenant's family is experiencing a severe hardship situation that does not qualify for an interim reexamination and the tenant has presented the necessary documentation required by KCHA.

4. The tenant has not been delinquent in the last twelve (12) months.

5. A retroactive rent charge has been assessed against the tenant.

6. The tenant has not defaulted on a previous Repayment Agreement.

Other unforeseen circumstances and income disruptions which typically pose financial hardships (e.g., loss of job, permanent discontinuation or reduction in benefits) entitle tenants to request an interim reexamination and a rent reduction effective the first of the month following verification of the change. Therefore, these are not grounds for extending Repayment Agreements. Failure to report a decrease in income is not considered a hardship unless a medical reason exists which prevented the tenant from reporting the decrease in income.

Repayment Agreements will not be approved, regardless of the situation, if the request is made after the expiration of the fourteen (14) day Notice of Lease Termination. In the absence of full rent payment, KCHA will proceed with legal action. Accordingly, tenants are expected to act promptly in reporting situations which may make timely payment difficult.

Tenants who need assistance with financial problems may contact the Management Office for information and referral to community agencies.

VI. SUMMARY PROCESS ACTION

Non-payment of rent is a violation of the Lease Agreement between the tenant and KCHA. In all cases, KCHA will aggressively pursue collection of the amount due and eviction, if necessary. Following is a description of the steps taken and notices issued:

- If rent is not received by 5:00 p.m. on the 5th day of the month, a late fee will be assessed.

- If the tenant does not pay in full all amounts due by the 5th day of the month, a fourteen (14) day Notice of Lease Termination will be processed.

- The Notice of Lease Termination shall be personally delivered to the tenant or to an adult member of the household residing in the unit or posted at the unit and sent via First Class Mail – Return Receipt Requested.

- The Notice of Lease Termination will reflect the total amount of rent due and owing to KCHA and indicate that the tenant has fourteen days in which to:

    - pay the rent amount in full,

- vacate the unit, or
- file a grievance under the Grievance Procedure,

and if the tenant fails to take any of these steps, KCHA will proceed with legal action seeking possession of the dwelling unit, all amounts due, plus expenses incurred by KCHA.

- Once a Complaint is filed with the Court commencing legal action, a Summons shall be served upon the tenant requiring the tenant to appear in court. The case shall be brought before a judge and a decision rendered.

- If the Court rules in favor of KCHA, a Judgment shall be entered against the tenant for possession of the dwelling unit and payment of all amounts owed as well as KCHA's expenses.

- Forcible removal will occur if resident does not vacate premises.

VIII. TENANT EVICTION EXPENSES

Once legal action has been filed in Court against a tenant and the Court rules in favor of KCHA, the tenant is subject to payment of holdover rent, service fees, court costs and attorney's fees. These costs will be assessed and the total amount due and payable presented to the Court. KCHA reserves the right to pursue collection of all amounts properly due from tenants evicted or voluntarily vacating KCHA premises. KCHA will utilize all available means of collection, including referrals to credit bureaus, collection agencies and other court actions.

IX. ENFORCEMENT OF THIS POLICY

This Policy is enforced by the staff and legal counsel of KCHA, through the administrative grievance procedure and/or the Courts.

ATTACHMENT 1

KANKAKEE COUNTY (IL) HOUSING AUTHORITY
REPAYMENT AGREEMENT

Account Number_____

I (We)_____
Tenant's Names
Of_____
Address
agree that on this date, I (We) owe $_____ in retroactive rent, and $_____ in other charges which include the following: _____. My (Our) total balance on this date is $_____. I (We) agree to pay this total balance as follows:

AMOUNT TO BE PAID	DATE DUE
$_____	
$_____	
$_____	
$_____	
$_____	

I (We) agree that:

1. I (We) may make payments in advance of the date indicated above, but that each installment must be received no later than the date indicated.

2. These payments represent amounts owed, and that they are in addition to the monthly rent to become due and payable during the term of this agreement, no later than the 5th day of the month.

3. If I (We) fail to make any of these payments, or fail to pay monthly rent also due, KCHA has the right to terminate my (our) lease and commence legal action against me (us) in accordance with the terms of the lease, HUD regulations and Illinois law.

4. I (We) must make all payments during the term of this agreement directly to the area management office in person or by mail.

5. This Repayment Agreement shall be made a part of my (our) Dwelling Lease as an addendum thereto.

_____
Tenant's Signature Date

_____
Tenant's Signature Date

I have approved this Repayment Agreement in accordance with the provision of KCHA's Rent Collection Policy.

_____
Executive Director Date

KANKAKEE COUNTY HOUSING AUTHORITY
185 NORTH ST. JOSEPH
KANKAKEE, IL 60901

MAINTENANCE PLAN

May 2004

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MAINTENANCE PLAN

I. INTRODUCTION

One of the primary functions of the Kankakee County Housing Authority (KCHA) is to provide safe, sanitary and desirable housing to the low and moderate-income individuals and families of Kankakee County and surrounding areas. The KCHA Maintenance Department is charged with the responsibility for maintaining this housing.

The following is a Maintenance Plan that the executive director, maintenance supervisor and other staff can use to better standardize maintenance procedures throughout the organization. Staff can use the Plan to answer many of the day-to-day questions that arise during the performance of routine maintenance duties. It is intended that staff can also use the Plan to help them make decisions that comply with organizational policies and guidelines.

II. DEPARTMENTAL GOALS

The KCHA has established the following as goals for its Maintenance Department:

- To properly maintain all buildings and units in safe, decent and sanitary condition, and all major systems in sound operating condition;
- To quickly prepare vacant units for reoccupancy; and
- To attain and maintain the highest possible performance rating under the HUD Public Housing Assessment System (PHAS) for related performance indicators.

III. ORGANIZATIONAL OVERVIEW

The small size of the KCHA and its maintenance staff dictate flexibility in operating procedures. The *maintenance supervisor*, who reports directly to the executive director, serves as the coordinator and responsible person to ensure that all maintenance needs are addressed and that maintenance policies are followed. The maintenance supervisor will maintain a work schedule to track the current and anticipated demand for maintenance related activities. The maintenance supervisor will assign work activities using written work orders or verbal instructions, based on the priority and performance standards adopted by the Authority, and make adjustments based on current conditions. Further, the maintenance supervisor may decide, either due to the need for expertise beyond what is available at the Authority, or due to excessive demand, to use outside resources, or outside contractors or other assistance to accomplish necessary tasks. If outside resources are required, the maintenance supervisor will use the appropriate KCHA contracting and procurement procedures.

Responsibilities of the maintenance supervisor include:

- Establishing maintenance procedures and monitoring staff adherence to them;
- Establishing and implementing Maintenance Department policies;
- Budget formulation and tracking;
- Reporting on the performance of the Department;
- Planning for all maintenance work including repairs, vacant unit preparation work, preventive maintenance and cyclical activities.
- Implementing and overseeing any necessary maintenance contracts, including pest control, elevators, compactors, and fire alarm and sprinkler system maintenance.

Maintenance staff report directly to the maintenance supervisor. The executive director, acting upon advice from the maintenance supervisor, has the responsibility for establishing the parameters for number of staff positions, job descriptions and skills mix for the Authority. Staff responsibilities include:

- Completion of all repairs as assigned;
- Completion of all work orders created as a result of inspections of units and systems (including preventive maintenance inspections);
- Completion of all common area maintenance;
- Completion of all preventive maintenance inspections and tasks as assigned;
- Completion of all vacant unit preparation activities as assigned; and
- Completion of all routine grounds maintenance.

IV. OVERVIEW OF WORK ORDER PROCEDURES

Introduction

Work orders are the informational heart of the KCHA maintenance system. They are the tools the KCHA uses to organize its work and track the need for and progress of repairs and other maintenance activity. The overall purposes of the KCHA work order procedures include:

- Tracking and documenting requests for work;
- Assigning staff to accomplish work;
- Identifying and quickly responding to emergencies;
- Tracking the progress of repairs and other types of maintenance work;

- Measuring staff productivity; and
- Identifying systematic trends and problems.

Goals

The goals of the KCHA work order system and procedures are as follows:

- Create all work orders as necessary and according to proper procedures;
- Respond to and correct all emergencies in no more than 24 hours from receipt of the report of the emergency 100% of the time, and properly record the deficiency and its correction using the work order system;
- Respond to and correct all urgent deficiencies in no more than 3 business days from the date of receipt of the report of the urgent deficiency 100% of the time, and properly record the deficiency and its correction using the work order system;
- Respond to and correct all routine deficiencies in no more than 7 business days from the date of receipt of the report of the routine deficiency at least 95% of the time, and properly record the deficiency and its correction using the work order system; and
- Properly document all work assigned to maintenance staff including preventive maintenance work, annual inspections of units and major systems and vacant unit preparation activity.

Office staff play a critical role in the work order processing system. They receive calls for service, create work orders and assist in tracking work order performance. Office staff tasks include:

- Receiving calls from residents and staff regarding requests for maintenance service;
- Creating all work orders using the KCHA computer-based work order management system;
- Contacting staff by radio, pager or telephone to notify them of receipt of emergency work orders;
- Maintaining a hard copy of all work orders for tracking purposes;
- Reviewing completed preventive maintenance work orders and task lists to determine the need for creation of follow-up work orders, and creating all necessary follow-up work orders as a result of this review;
- Maintaining accurate records regarding work order performance;
- Filing work order copies in appropriate tenant and unit files;
- Communicating with residents regarding the progress of repairs to their units; and

- Preparing periodic reports detailing Maintenance Department performance and PHAS Indicator scoring.

Work Order System Reports

One of the most important functions of the work order system is to help management staff evaluate and grade maintenance performance. To accomplish this, the system is able to report on maintenance activities in terms of PHAS requirements. The work order system can measure and report on performance in the following terms:

- Number of emergency work orders completed (or for which the emergency condition was abated) within 24 hours;
- Average number of days staff take to complete non-emergency work orders (including urgent, routine, preventative, vacancy, and annual inspections types).
- Creation of and completion of preventive maintenance work orders and inclusion of follow up work orders in the system;
- Scheduling and completion of annual unit inspections;
- Scheduling and completion of annual inspections of major systems, building exteriors, site work, and common areas; and
- Vacant unit preparation activity including time taken to complete all vacant unit preparation activities.

Work Order Priorities and Performance Standards

KCHA has established work order priorities performance standards to guide and measure maintenance service delivery at the Authority's developments. These guide supervisors in assigning staff to the tasks that are most critical first. The KCHA has also tied these performance standards, where applicable, to the grading levels in the PHAS rating system to help staff focus on improving the Authority's PHAS performance scores. The current priorities and performance standards are as follows:

- **Emergencies.** *Priority 1.* Respond to call immediately (within one hour of receipt of call) and complete the repair and/or abate the emergency deficiency within no more than 24 hours.

  After Hours Emergency Calls. Determine priority of call (emergency, urgent or routine) and complete repairs within established time frames.

- **Urgent Calls.** *Priority 2.* Respond to call and complete repair within no more than three business days.

- **Routine Calls.** *Priority 3.* Respond to and correct deficiency within no more than 10 business days from date of call.

- **Vacancy Preparation**. *Priority 3.* Complete all maintenance work within a vacant unit within 15 calendar days of receiving notice of the unit.

Processing Emergency Work Orders

The KCHA defines an emergency as any situation that presents an immediate threat to the life, health or safety of a resident or could result in the damage to or destruction of KCHA property. Examples of emergency conditions include, but are not limited to:

No water in the unit.

No heat (during the heating season)

No electricity or other serious electrical hazards

Toilet stoppage

Fire or fire hazard in the unit

Gas leaks

Broken water pipes or severe leak in the apartment

Sewer backup in the unit
Entry lock not working

Responding to and correcting emergency situations is of the utmost importance at the KCHA. Accordingly, the Authority assigns the highest priority to all emergency work. When emergencies occur or are identified, staff must respond immediately and take whatever steps are necessary to protect life and preserve KCHA property. It is the goal of the KCHA to respond to all emergency conditions immediately upon becoming aware of the problem and to correct the deficiency and/or abate the emergency within no more than 24 hours, 100% of the time.

Notification of the Emergency

Office staff has the responsibility for creating and tracking all work orders at the Authority. This includes those noting emergency deficiencies. Therefore, the KCHA has established procedures for notification of deficiencies that first are routed to the office.

The KCHA has established a telephone number for residents or other concerned parties to call when they have maintenance requests. When someone needs to report an emergency condition, they will typically call the KCHA telephone number that puts them in contact with staff at Authority office.

KCHA staff also must immediately notify the KCHA office when they discover an emergency. Such instances might occur when staff are conducting annual inspections or other preventive maintenance activities, management inspections of units and buildings, vacant unit preparation activities, service for residents, or in the course of other duties. When staff do discover an emergency, they must immediately notify the office by telephone. They must inform office staff

of the location of the emergency, its nature and what resources may be necessary to respond to the situation.

Creation of Emergency Work Orders

When office staff receive notification of an emergency deficiency, they must immediately take the following steps:

- *If necessary*, contact other entities for assistance in dealing with the emergency (such as fire officials, police, public utility providers, city personnel, etc.);
- Enter all the pertinent information about the emergency into the KCHA computer system so that a work order can be created. (Note: If a resident calls in a work request that entails a mixture of emergency and non-emergency items, staff must create a separate work order for the emergency items and a second work order for non-emergency items, for tracking purposes);
- Print a copy of the work order and file it in the Outstanding Work Order Tracking File in the office; and
- Notify the maintenance supervisor and/or assigned staff immediately to inform him/her of the situation;

Assignment and Completion of the Work

The maintenance supervisor is responsible for assigning all work orders to staff. This includes emergency work orders. When the maintenance supervisor receives notification of an emergency, he/she must:

- Immediately assign staff to investigate the situation to determine if an emergency actually exists;
- Remain in contact with assigned staff to stay informed of the nature of the emergency, whether or not assigned staff are capable of correcting the situation and if additional staff or community resources are necessary; and
- Visit the site of the emergency while work is in progress to ascertain if staff are making progress and or require additional assistance;

Tracking Emergency Work Order Progress and Completion

As staff complete work on emergency deficiencies, they must document their efforts on the work order. They must list the steps they took to correct/abate the emergency, the exact date and time they corrected/abated the deficiency, the materials and time used to correct the deficiency and if there is any follow-up work necessary to complete the repair. An example of such a necessity might be where a water leak has occurred that caused damage to the ceiling in an apartment. Staff would be required to respond to and correct/abate the leak as an emergency. Having done

that, they would note on the work order that office staff should create a follow-up, non-emergency work order for repair of the drywall on the ceiling (not an emergency condition).

After staff document their work on the work order, they must turn the completed work order in to the maintenance supervisor. The maintenance supervisor must then review the work order for completeness and accuracy. The maintenance supervisor must return all completed emergency work orders to the office after he/she has inspected the work and/or reviewed the documentation.

Office staff are responsible for tracking and recording emergency work order performance. When they receive completed emergency work orders they must take the following steps:

- Review the work order for completion;
- Create follow-up work orders as required to address additional work as necessary to completely rectify the situation;
- Enter completion data for the work order into the computer system;
- File the completed work order in the appropriate unit and/or building file; and
- In addition to the above, office staff must make a daily report to the maintenance supervisor, based on their review of the Outstanding Work Order Tracking File, of all emergencies that have been called in and their status as of the close of the business day. This is so that the maintenance supervisor can track completion of emergency repairs and assign additional staff as necessary to respond to the situation.

Processing Urgent Work Orders

The KCHA has assigned its second highest priority classification to urgent requests. The KCHA defines an urgent request as a situation, while not life threatening or otherwise an emergency, which calls for timely attention in order to prevent the situation from deteriorating further and/or becoming an emergency. Examples of urgent conditions include, but are not limited to:

Unstop kitchen or bath sink, or tub

Non-emergency water leaks that threaten further damage to property

Apartment under-heated

Appliance malfunction

No hot water

Receipt of Request

As is the case for emergency work orders, office staff has the responsibility for creating and tracking all urgent work orders at the Authority

As in the case of emergencies, KCHA staff also must notify office staff when they discover an urgent deficiency. When staff do discover an urgent deficiency, they notify the office staff by

telephone and note the deficiency on the inspection report or preventive maintenance task list for the unit in which they are working.

Creation of Urgent Work Orders

When office staff receive notification of an urgent deficiency, they must take the following steps:

- Enter all the pertinent information about the deficiency into the KCHA computer system so that a work order can be created.
- Print a copy of the work order and file it in the Outstanding Work Order File in the office.

Assignment and Completion of the Work

The maintenance supervisor is responsible for assigning all work orders to staff. Several times each day, the maintenance supervisor must check at the office and retrieve any work orders that have been created. After the maintenance supervisor has retrieved the work orders, he/she must:

- Assign the work orders to staff for completion. He/she must assign all urgent work orders after allocation of all emergency work orders to assure that staff meet the completion standards established by the KCHA; and
- Periodically inspect work in progress to ensure that staff are completing work properly and completely.

Completion of and Tracking the Work

As staff complete work on urgent deficiencies, they must document their efforts on the work order. They must list the steps they took to correct the deficiency, the exact date and time they corrected the deficiency, the materials and time used to correct the deficiency and if there is any follow-up work necessary.

After staff document their work on the work order, they must turn the completed work order in to the maintenance supervisor. The maintenance supervisor must then review the work order for completeness and accuracy.

Office staff are responsible for tracking and recording all work order performance. When they receive completed urgent work orders they must take the following steps:

- Review the work order for completion;
- Create follow-up work orders as necessary to address additional work necessary;
- Enter completion data for the work order into the KCHA computer system;
- Remove the hard tracking copy of the work order from the Outstanding Work Order Tracking File and discard it; and

- File the completed work order in the appropriate unit and or building file.

Processing Routine Work Orders

The KCHA defines routine work orders as those issued for maintenance work that is not of an emergency or urgent nature. Routine work orders include many types of work requests such as requests for minor repairs, cabinet repairs, painting, plaster and drywall, carpentry, etc.

Note that the KCHA definition of routine work orders does **not** include several common types of work orders. They are:

- *Vacant Unit Preparation Work Orders*. KCHA creates separate work orders for vacant unit preparation so that it can more easily track and schedule such work. .
- *Cyclical Work Orders*. In compliance with HUD requirements, the KCHA defines cyclical work orders as those issued for normal day-to-day activities that are usually completed in the same way at regular intervals, and generally in common areas. Examples of cyclical work orders include cleaning hallways, cutting grass, emptying trash containers, etc. The KCHA does **not** include such work orders in its tracking calculations for work order performance.
- *Work Deferred for Modernization*. From time to time, the KCHA will decide that the most effective and efficient response to a deficiency is to defer its correction by maintenance staff and include the item in the KCHA modernization plan. In such cases, the KCHA does **not** include the work order in its calculations of performance for non-emergency work orders. However, maintenance staff continue to monitor the deficiency at regular intervals to ensure that the condition does not worsen to the extent that a more timely response is warranted.

Receipt of Request

The KCHA procedures for creating and tracking routine work orders follow the same pattern as those for emergency and urgent work orders. When residents report a routine condition needing repair, they will typically call the KCHA telephone number that puts them in contact with office staff. KCHA staff also must notify the office when they discover a routine deficiency. When staff do discover a routine deficiency, they notify the office by telephone or radio or by noting the deficiency on the inspection report or preventive maintenance task list for the unit in which they are working.

Creation of Routine Work Orders

When office staff receive notification of a routine deficiency, they must take the following steps:

- Enter all the pertinent information about the deficiency into the KCHA computer system so that a work order can be created.
- Print a copy of the work order and file it in the Outstanding Work Order Tracking File in the office.

Assignment of the Work

The maintenance supervisor is responsible for assigning all work orders to staff. Several times each day, the maintenance supervisor must check at the office and retrieve any work orders that have been created. After the maintenance supervisor has retrieved the work orders, he/she must:

- Assign the work orders to staff for completion;
- Periodically inspect work in progress to ensure that staff are completing work properly and completely; and
- Conduct quality control procedures on completed routine work orders.

Completion and Tracking the Work

As staff complete work on routine deficiencies, they must document their efforts on the work order. They must list the steps they took to correct the deficiency, the exact date and time they corrected the deficiency, the materials and time used to correct the deficiency and if there is any follow-up work necessary.

After staff document their work on the work order, they must turn the completed work order in to the maintenance supervisor. The maintenance supervisor must then review the work order for completeness and accuracy. Then, the maintenance supervisor must return all completed routine work orders to the office.

Staff at the office are responsible for tracking and recording all work order performance. When they receive completed routine work orders they must take the following steps:

- Review the work order for completion;
- Create follow-up work orders as necessary to address additional work needs;
- Enter completion data for the work order into the KCHA computer system;
- File the completed work order in the appropriate unit and/or building file.

Processing Preventive Maintenance Work Orders

Staff will routinely complete preventive maintenance work at the Authority, based on detailed PM schedules to be compiled per site, by the maintenance supervisor. The first step in the preventive maintenance process is creation of the appropriate work order by staff at the office. The process they follow is:

- Review the monthly schedule for preventive maintenance activities;
- Notify residents of the schedule date for PM work in their unit (if in-unit work);
- Create preventive maintenance work orders for the scheduled work using the KCHA computer system;

- Attach a copy of the appropriate PM task list and/or inspection form to the work order;
- Distribute the work orders to the maintenance supervisor;
- Retrieve completed preventive maintenance work orders;
- Review completed PM work orders for completeness and create any follow-up work orders;
- Enter completion data into the computer system; and
- Include all PM work orders in monthly reports on work order performance. (The KCHA will track and report on completion time for all preventive maintenance work orders to satisfy the HUD PHAS guidelines.)

Processing Vacant Unit Preparation Work Orders

Maintenance staff will prepare all vacant units for reoccupancy. Work orders generated by office staff are the starting point for all this work.

The maintenance supervisor will communicate with office staff daily to inform them about which units he/she has scheduled for preparation work. Office staff then create the appropriate work order(s) and transmit them to the maintenance supervisor. Office staff may create a number of work orders for each unit depending on the work required in that unit. Vacant unit work orders might include:

- Removing bulk trash and furniture;
- Repairs;
- Plastering, patching and drywall;
- Painting; and
- Final cleaning.

The maintenance supervisor assigns the work in the vacant units. After the work is completed, staff return the work orders to the maintenance supervisor, who then inspects the work for completeness before assigning the next series of work orders for the unit.

When all work is completed in the unit, the maintenance supervisor does one final inspection to verify that the unit is in ready condition, documents the completion on the work orders and returns the work orders to the office.

The office staff review all vacant unit preparation work orders for completion and then enter the information in to the KCHA's computer system and manual tracking log. (NOTE: HUD guidelines prohibit PHAs from including completion times for vacant unit preparation work

orders in PHAS scoring calculations for work orders. Every vacancy work order must be coded as V-vacancy, and tracked separately from routine work orders.)

After Hours Maintenance

After Hours Calls for Service. For emergencies that occur after regular working hours, the KCHA has a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge for each week, 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 determine whether the call represents an emergency as per the official KCHA definition. If it does not, the worker shall call the resident and explain that maintenance will address the problem at the start of the next business day. If it is an actual emergency, the on-call worker will prepare a work order, complete or stabilize the item, and also report on any emergency within twenty-four hours after abatement of the emergency. The maintenance supervisor will prepare an exact list of urgent work order items that staff shall treat as emergency items if they occur during weekends.

V. CYCLICAL MAINTENANCE WORK

Overview

Cyclical work can be defined as repetitive maintenance tasks that are required to be performed on a regular or seasonal basis. Landscaping, litter control, snow removal, janitorial work and trash removal are all examples of cyclical tasks. Cyclical work items are not to be included in the tabulation of monthly work order performance scores. If maintenance starts to issue work orders for this category of work, a separate work order system category must be enabled in the MCS software, to separately track this type of work.

Goals

It is the goal of the KCHA to maintain all of their common and exterior areas in a clean, safe and attractive manner. The good appearance of the buildings and properties will improve resident satisfaction and marketability.

Tasks

Landscaping and Grounds. The KCHA has a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties. The maintenance supervisor develops the schedule and the executive director reviews it annually.

Routine grounds maintenance includes numerous activities. They include:

- Litter control;
- Lawn care;

- Trash removal, dumpster clean-up;
- Snow removal;
- Maintenance of driveways, sidewalks and parking lots;
- Care of flower and shrubbery beds and trees; and
- Maintenance of playgrounds, benches and fences

Building Exteriors and Interior Common Areas. The exterior appearance of Authority buildings as well as their interior common areas are important to resident satisfaction and unit marketability. Therefore, the KCHA has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

- Senior lobbies;
- Senior hallways and stairwells;
- Public restrooms in senior buildings and offices;
- Exterior and common area lighting fixtures;
- Common rooms, laundry rooms and community spaces;
- Exterior porches and railings.

Inspection and Reporting

The maintenance supervisor is responsible for the development of a routine maintenance schedule for building exteriors and interior common areas. He will also visit and inspect all of the sites 2 to 3 times per week, to insure that all cyclical work is completed, and that the properties are as clean and attractive as possible.

The maintenance supervisor will also summarize cyclical maintenance in his monthly maintenance report. Work completed, maintenance hours expended, issues and problems shall be reported. Any unusual conditions or problems should also be documented with digital photos.

VI. VACANT UNIT PREPARATION

Overview

KCHA needs to reoccupy vacant dwelling units as quickly as possible. In addition to having unit turnaround time measured under PHAS, the Authority must rely on resident rent for a portion of its income. Tenant receivables also impact the Authority's performance in the Financial Condition Indicator of PHAS.

There are also security and safety issues related to vacant units. Unoccupied units are an open invitation to vandals and others with criminal intent that would disturb and disrupt the security of other residents. Vacant units can create an unpleasant and unsafe environment and cost the Authority additional money that could be put to better use.

Goals

A goal of 20 *calendar* days has been established by the Authority to turnaround and reoccupy routine vacant units. PHAS indicator #3.1 requires vacancy turnaround to average no more than 20 days in order to receive the highest score. Vacancy preparation for units performed by the maintenance department must be completed within *15 calendar days*, allowing 5 additional calendar days for leasing of the unit.

Procedures for Vacancy Preparation

KCHA has established the following procedures for preparing a vacant unit.

- Upon notification by the property manager or other KCHA staff that a vacancy has occurred, the maintenance supervisor shall visit the unit and conduct a *move-out inspection* to determine unit condition and potential resident-caused damages.
- Based on the move-out inspection, a list of required repairs shall be developed. The maintenance supervisor, depending on the number of trades involved, will issue one or more vacancy work orders. The work order(s) will be tracked via the work order system, through completion. Office staff must ensure that every vacant work order is entered in the "*vacant*" category, so that they are not combined with routine work orders.
- Repair work on vacant units determined to be beyond the scope of maintenance staff shall be completed by outside contractors. Based on the estimated cost of the renovation work, the appropriate type of procurement shall be determined. The Maintenance Foreman shall develop specifications for the unit preparation work. Procurement activities shall be in compliance with the Authority's Procurement policy.

  The maintenance supervisor will establish goals for manpower for each size of vacancy, and carefully track production in each unit. The goals are as follows:

  - Senior units 32 hours
  - 2 BR family units 72 hours
  - 3 BR family units 85 hours

Vacancy Reporting

There are several reports that will assist the maintenance department in efficiently prosecuting vacancy preparation.

- The maintenance supervisor will generate a *vacancy manpower report*, via the work order software system, that allows him to monitor productivity by unit size, and by maintenance worker.
- The tenant accounting monthly vacancy report, when fully integrated, will be quite useful to the maintenance department. It summarizes all relevant dates needed for PHAS reporting, including number of days vacant, number of days in maintenance prep, and number of days in lease-up, by development, and Authority wide.

VII. ANNUAL INSPECTION OF UNITS

Overview

The Authority has established a procedure for the annual inspection of its dwelling units using a combination of HUD's UPCS standards and local codes. Completion of these annual inspections will be the responsibility of the maintenance supervisor and the property manager.

Goals

The major responsibility of KCHA maintenance is to provide decent, safe and sanitary housing in good repair. The annual unit inspection is a significant tool in pursuing that task. KCHA has set a goal of *30 days* for average completion of inspection generated work orders. A secondary goal is to improve the Authority's performance under the PHAS assessment. Two of four PHAS indicators are affected by the Authority's performance of annual inspections. Indicator #1, physical condition of units, and Indicator #3, Management Operations, sub-indicator #4, annual inspection of units and systems.

Procedures

Each unit will be inspected annually, by a combination of the property manager and the maintenance supervisor. Generally, 10% of the units, or 32 units, will be inspected each month, starting in July and ending in April. Approximately 1.5 units per work day, or 8 units per week will be inspected.

The maintenance supervisor has developed an inspection form, based on a combination of local building codes and the UPCS system. This form will represent the heart of the annual inspection system.

The maintenance supervisor will deliver the completed forms back to the maintenance office, and will cause an *emergency* work order to be issued, if required. If any other repairs are needed, office staff will open an *Inspection* work order, or several work orders, as required.

The Inspection work order will then be assigned to a maintenance worker, as per usual.

The completed work order(s) will be returned to the office, where staff will enter completion data in the system, and close out the work order. The office staff will recheck the work order to ensure that it is recorded as an *Inspection* work order, not as a routine work order.

Annual Inspection Reporting

There are two reports needed for accurate tracking of annual unit inspections.

The first report is a simple progress schedule, listing all units to be inspected each month, to be updated as units are completed, with work orders generated listed on the report, by work order number(s). This report allows anyone to check on the status of the inspections, and to gauge the generation of work orders.

The second report, work order summary report for annual inspection work orders, is readily available and useful for checking completion status and duration. PHAS indicator #3, sub-indicator #4 requires unit inspection work orders to be completed within an average of no more than 60 days. KCHA's more aggressive goal is an average of 30 calendar days for these inspection generated work orders.

VIII. PREVENTATIVE MAINTENANCE & SYSTEMS INSPECTIONS

Overview

Preventive maintenance (PM) work consists of tasks that are conducted to ensure the continued life of facilities and equipment and to minimize unexpected and premature breakdown of equipment and systems. Often, such breakdowns occur at critical times or after normal business hours. This can result in tremendous additional costs to the KCHA, inconvenience to residents and can strain staff and resource capabilities.

A PM program is of vital importance to the KCHA. Coupled with systematic inspections of all facilities, units and major systems, the KCHA PM program serves to bolster the other maintenance activities. As such, it can benefit the Authority in a number of crucial ways, including:

- Reducing downtime for critical equipment such as HVAC systems, appliances, plumbing fixtures and electrical devices;
- Reducing maintenance labor and material costs;
- Reducing the number of work orders called in by residents and created by staff;
- Placing the emphasis on proactive work rather than expensive, unplanned, reactive work patterns; and
- Assisting the KCHA in its maintenance and capital improvements planning and budgeting process.

Goals

The goals of the KCHA PM program are:

- Completing one preventive maintenance visit to each KCHA family unit each fiscal year in order to assure unit quality and identify maintenance problems before they become severe;
- Effectively completing all manufacturer recommended maintenance functions on all major systems and equipment; and
- Completing the annual inspections of major systems required by HUD and monitored under PHAS, thereby enabling the KCHA to score the highest possible ranking for maintenance activities for PHAS maintenance-related indicators.

PM Procedures

The KCHA maintenance department is in the process of implementing the following PM procedures:

- *Preventative Maintenance Plan*. The maintenance supervisor is developing a plan (PMP) for each development, which will schedule each inspection for each system or component, and also schedule and detail each maintenance procedure required. One maintenance worker will be designated to manage the PMP at each development, and to complete the inspection checklists for that site.

- *Senior Tower PMP*. These 2 PMPs will be fairly complex, as the systems to be covered include elevators, compactors, air handling, cold water distribution, domestic hot water, heating, sprinklers, membrane roofs, fire alarms, intercoms, and electrical distribution. A few of these components, such as elevators and compactors, require daily inspections. Others will require weekly, monthly, quarterly or annual inspections.

- *Family Townhouse PMP*. These several PMPs will be quite simple, as the family units contain very few systems. The unit interiors will require only furnace and smoke detector inspections, in addition to the annual unit inspections. The furnace inspection will be fairly technical, and will include filter replacement, checking of safety features, cleaning of fan and burner elements, etc.

- *PM Work Orders*. Ideally, the MCS software can be coaxed into automatically generating a work order for each scheduled inspection and/or PM procedure. If not, the work order clerk will have to generate them by checking the PM schedule each morning. After they are issued, these PM work orders are processed as any other work order in the system. There is an existing category, "*Preventative*," which must be used every time a PM work order is generated.

- *Annual Inspections*. There are a number of annual inspections performed by HUD as part of the PHAS program. These include building exteriors, common areas, development sites, and building systems. The maintenance supervisor is in the process of including each of these areas, as appropriate, into each PMP, as described above. When completed,

this approach will ensure that each component or system is inspected at least once a year, and any deficiencies corrected via a PM work order.

- *Routine Deficiencies.* If staff discover routine deficiencies during the course of their inspections, the actions they take will depend on the time they have left in the day, and the materials and tools they have with them. If there is adequate time and materials, they should complete the repair, make a note of the repair and materials, and return to the office to generate a PM work order. If time or materials are lacking, then staff will make note of the work item, and generate a PM work order when they return to the office. Any emergency items will be dealt with immediately, as per any other emergency work order.

PM Reporting

The maintenance office, following the PM schedule, typically initiates preventative inspections. The staff and office process PM work orders in the usual way. Staff must be sure to use the "*preventative*" category, so that PM summary reports can be generated.

Only one PM report is required, a summary work order report of preventative work orders, by development. The descriptions of the PM inspections must be carefully worded, to maximize information. Some examples might be: semi-annual roof inspection at Midtown, monthly fire alarm check at Azzarelli, or annual site and drainage inspection at Wildwood. These descriptions will allow KCHA to document the PHAS required annual system inspections.

The more frequent safety inspections, such as daily boiler or elevator inspections, or weekly compactor or site lighting inspections, will be documented via checklists, and reported in the maintenance supervisor's monthly maintenance report.

Referring Items to Modernization

In certain cases, the maintenance supervisor will determine that the appropriate action to follow to correct a deficiency is to refer it for inclusion in the modernization program. Office staff must then properly document work order records to clearly show that the work item was referred to modernization for completion, per work order procedures.

IX. PEST CONTROL

The KCHA makes every effort 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.
On advice from the Maintenance Supervisor, the Executive Director will determine the most cost-effective way of delivering the treatments, whether by contractor or licensed Authority personnel.

The KCHA has an extermination plan that begins with an analysis of the current conditions at each property. The Maintenance Supervisor will ensure an adequate schedule of treatment to

address any existing infestation of cockroaches or rodents. The schedule will include method, 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. The Authority will make every effort to ensure that any chemicals employed will pose no threat to residents and their guests. All residents will be informed at least one week and then again 24 hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment.

Special attention will be paid to termite infestation. All properties will be inspected annually, and treated by licensed firm if required. Previously infested sites will be re-inspected every six months. KCHA will initiate a resident information program regarding termites, to that residents can recognize the insects and report their presence to management as soon as possible.

X. QUALITY CONTROL

Goals

The purpose of the KCHA quality control review program is to ensure that work completed by staff meets the quality standards established by the KCHA and, in necessary cases, manufacturer recommendations and accepted maintenance practices. Staff at various levels of the Maintenance Department will be involved in the quality control process. The roles of the staff are outlined below.

Maintenance Supervisor Quality Control Responsibilities

- Two to four times per week, depending on season, inspect each of the KCHA *properties and grounds* to ensure that they are clean, litter-free, and well maintained.
- Visually inspect at least 5% of all *workorders* completed by staff in dwelling units to ascertain quality and completeness. The sample should be representative of all unit types in which staff have worked and of all staff members. Document all observations, including photos, if needed. Address staff performance problems as indicated.
- Visit every *vacant unit* in maintenance control weekly, to ensure that work is proceeding at the proper pace and quality. Thoroughly inspect every vacant unit when staff report that all preparation work is complete. Prepare a punchlist of incomplete items, and have the items corrected that day.

Office Staff Quality Control Responsibilities

- Each week, assigned office staff must telephone at least 5% of residents for whom staff completed maintenance work the previous week;
- Using a standard questionnaire to be developed by the executive director, staff ask residents about their impressions regarding the work done, the quality of the work and the professionalism of staff while they were in the unit;

- Staff record observations on the questionnaire; and
- Staff turn their observations to the maintenance supervisor by the last day of each business week for review.

XI. MONTHLY MAINTENANCE REPORTING

Reporting is a critical element of the PHA maintenance effort. The nature of the work tends to produce prompt criticism when anything is omitted or mishandled, but no reaction when all work is handled smoothly. As a result, significant maintenance accomplishments are often overlooked. The monthly maintenance report is the best opportunity for the maintenance department to broadcast their accomplishments. It is also a key tool for the maintenance supervisor and the executive director, in terms of maintenance planning, modernization planning, and PHAS reporting.

The maintenance supervisor will assemble the monthly maintenance report, and circulate it to the executive director, other senior staff, and all maintenance employees. His report will contain at least the following elements:

Emergency Work Orders. The report will summarize the number of emergency work orders received and completed within 24 hours, by site, for both the current month and year to date. This is the data necessary to satisfy PHAS indicator #3.3, component 1.

Non-Emergency Work Orders. The report will summarize all non-emergency work orders, including resident generated, inspection generated, PM generated, or maintenance or management generated. (Note: Vacancy preparation work orders and cyclical work orders are NOT included in this category.) The summary will indicate the number of work orders completed, by site, for the current month and year to date, and also show the average completion times. This is the data needed to satisfy PHAS indicator #3.3, component 2.

Open Work Orders. This a simple tally of the number of open work orders by development. It does NOT include vacancy work orders. This item is a snapshot of current demand, or backlog of work orders.

Annual Inspection Status. This item is a simple tally of the number of units inspected, by development, and a tally of the resultant work orders. This is the data needed to satisfy PHAS indicator #3.4, component 1.

Vacancy Status. This item indicates the number of vacant units currently with maintenance, with start dates, plus the number of units completed the past month, with start and end dates. In addition, a running summary of average number of calendar days per vacancy preparation will be listed, for the year to date. This is the data needed to satisfy the maintenance requirements portion of PHAS indicator #3.1.

Vacancy Productivity Report. This item presents the average man-hours expended in vacancy preparation, by site and unit size. It is very useful in evaluating productivity, cost efficiency, and in making decisions about the use of outside contractors, and modernization planning.

Cyclical Work Orders. The report will simply summarize the month's accomplishments in this area. In warm months, an example might be:

Maintenance has expended 145 staff hours this month, including lawn care, litter control, and shrub pruning. All sites have been inspected, and are in excellent condition. Two lengths of fence are down at Midtown, and the repair is scheduled for next week.

Preventative Maintenance. The report will summarize both the number and types of PM work orders generated and completed, and the number and types of PM inspections completed.

Contract Maintenance. The report will briefly summarize status of each maintenance contract, including payment status, progress status, and issues and problems.

Manpower Report. The monthly report will summarize the total numbers of hours worked that month, plus the number of non-productive hours, by type, such as sick, vacation, workman's comp, training, etc.

Issues and Problems. In this final section, the maintenance supervisor will report on any unusual issues or problems that have faced the maintenance department. Some examples might be an unusually high number of plumbing repairs at one development, termite infestations, fires, vandalism, thefts, or major equipment failures.

APPENDIX A

SAMPLE KANKAKEE COUNTY HOUSING AUTHORITY FAMILY UNIT PREVENTIVE MAINTENANCE TASK LIST

UNIT ADDRESS: _____

RESIDENT NAME: _____

DATE PM ACTIVITIES CONDUCTED: _____

IMPORTANT NOTES:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

1. For all listed activities, compare/contrast existing conditions to HUD Physical Inspection Standards.

2. Staff must abate or repair all emergency deficiencies they discover immediately and contact the maintenance office so that the proper tracking documentation can be done.

3. Staff must make all routine repairs as time allows. They must note on the Task List and or inspection report any deficiencies needing repair that they could not complete during the PM visit so that the Work Control Center can create the necessary follow up work orders.

A. Heating System

1. Check all floor and wall registers for proper operation. Note any deficiencies.

2. Check all calibrated room and apartment thermostats for proper operation. Note any deficiencies.

3. Check cold air returns for obstructions and free flow of air.

4. Check all individual gas fired furnaces for proper operation.

5. Check condition of filters and replace as needed. Follow manufacturer's maintenance specifications and local building codes to ascertain needed inspection procedures.

6. Check heat exchange and heat transfer surfaces.

7. Check safety devices.

8. Check blower motor including fan and drive belt. Note any deficiencies or safety hazards.

9. Test fire furnace and allow unit to cycle thru one heating cycle. Note operation and any deficiencies.

10. Test furnace heat exchanger. Note test results.

11. Check gas and electrical supply to furnace. Note presence of proper shut off controls. Note any deficiencies.

12. Check flue piping and/or furnace intake and exhaust systems. Note and immediately report any deficiencies. Test flue piping for proper draft. Note results.

B. Hot Water Heater

1. Check individual unit hot water heater for proper operation.

2. Check and test pressure/temperature relief valve.

3. Check burner for proper operation. Note color of flame.

4. Open drain and flush rust from tank bottom. Shut off drain and wait to ensure no leaking occurs.

C. Laundry Facilities

1. Check laundry trays, faucets and drains for condition and proper operation. Note and repair any leaks, plug ups or slow drainage.

2. Check washer hook-ups and hoses for proper operation. Note and repair any leaks or inoperative shut-offs.

3. Check for separate laundry circuit and note condition or deficiency.

4. Check dryer venting and gas and electric supply lines. Note any deficiencies.

5. Check floor drains for proper pitch and drainage. Test floor drains to ensure proper run off, Note any deficiencies.

D. Meters

Check gas, water and electrical meters for proper operations. Note any shut-offs or safety hazards. Immediately advise the manager concerning same.

E. Appliances

Refrigerator

1. Check the operation and cleanliness of the refrigerator.

2. Check control for appropriate setting.

3. Check evaporator tubing for accumulation of dust and clean if necessary. Instruct resident in proper cleaning techniques as needed.

4. Check interior of refrigerator for damaged or missing shelving.

5. Note condition of freezer and any build up of frost.

6. Note any missing/damaged handles and hinges.

Stove

1. Check the operation and cleanliness of the stove.

2. Check knobs and turn off the stove and test its operation. Note any deterioration or deficiencies and repair as necessary.

3. Check stove for drip pans and oven racks. Report need for replacement, if required.

4. Check condition of gas or electric supply lines. Note presence or absence of shut off valve.

F. Housekeeping

1. Note condition of housekeeping, and rate:

   A. Good
   B. Fair
   C. Poor

2. Note any vermin infestations.

3. Note well-being of resident and resident family.

4. Report any poor housekeeping, vermin infestations or well-being concerns immediately to housing manager.

5. Note any hazardous or toxic material presence.

6. Note potential lead paint situation and location or condition.

APPENDIX B

SAMPLE KCHA
PREVENTIVE MAINTENANCE TASK LIST FOR EXTERIORS, SITES, BUILDINGS SYSTEMS AND COMMON AREAS

DEVELOPMENT NAME: _____

DATE PM ACTIVITIES CONDUCTED: _____

IMPORTANT NOTES:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

1. For all listed activities, compare/contrast existing conditions to HUD Physical Inspection Standards.

2. Staff must abate or repair all emergency deficiencies they discover immediately and contact the Work Control Center so that staff there can create the proper tracking documentation.

3. Staff must make all routine repairs as time allows. They must note on the Task List and or inspection report any deficiencies needing repair that they could not complete during the PM visit so that the Work Control Center can create the necessary follow up work orders.

TASK DESCRIPTIONS:

A. Porches/Decks/Stairs

1. Check general condition of porch decks for damaged surfaces and for proper drainage and pitch.

2. Check security of railings and steps. Ensure steps are secure and surfaces are tight and free from deterioration.

3. Check for loose stair treads. Note any cracks or other weakness.

4. Check metal handrails for rust and deterioration.

B. Building Siding Material (Brick, wood, aluminum, vinyl, stucco)

1. Utilize field glasses to carefully inspect all surfaces.

2. Check for peeling paint, loose clapboards, loose or missing aluminum or vinyl siding, moldings, filler strips, or end caps. Ensure siding material is weather tight. Note missing or deteriorated caulking.

3. Check all brickwork and stucco. Note loose or missing brickwork. Note loose or delaminated stucco. Note need for tuck-pointing or for restoration of surfaces.

4. Carefully check all window sills (stone, slate, wood, etc.) to ensure same are tight with building envelope and have not pulled away from their anchorage. Check caulking and mortar joints for a weather tight seal.

C. Doors - Exterior and Hardware

1. Check general conditions of doors and doorframes for cracking or damage.

2. Check kick plates, push plates and weather stripping.

3. Check door glass for cracks, discoloration, pitting and for tightness to frames.

4. Check door latching and locking operation. Open and close door to check for difficulty in opening or closing.

5. Check for missing or loose doorknobs, door pulls and door closers. Lock and unlock door. Lubricate knob, lock, and closer as required.

6. Lubricate door hinges as required.

7. Check panic hardware and adjust as required.

8. Check doorstops, tighten or replace.

D. Windows and Window Hardware

1. Check general condition of windows and window frames, deteriorated wooden windowsills and frames, note condition of glazing and caulking.

2. Check windows for cracked or broken glass. Note lost seal on thermopanes. Note discoloration or pitted glass. Note cleanliness of window glass.

E. Unit Numbers and Address Plates

1. Check unit numbers/ address plates for presence, location and legibility.

2. Check both front and back of unit/ building entrance where applicable.

F. Common Hallways, Stairwells and Floor Landings

Walls and Ceilings

1. Check general conditions for cracks, holes, water stains and general damage. If water stains are present, check for source of water infiltration.

2. Check conditions of painted surfaces. Note deteriorated, unsightly or peeling paint.

3. Check ceramic tile walls for missing or cracked tile. Check condition of grout.

4. Check ceiling tile for missing, broken or deteriorated tile. Note needed replacement or required painting.

5. Check any dangerous or deteriorated conditions.

Electrical and Lighting

1. Check operation of light switches. Note replacement as required. Note broken or missing switch covers.

2. Check duplex outlets for operability, check polarity. Note needed replacements. Note missing or broken outlet covers.

3. Check for missing/broken light globes, diffusers, or reflectors. Note burned out bulbs.

4. Check exit lights, note needed repair or replacements.

5. Check floor electrical panel boxes for signs of corrosion, burning, or heating. Report deficiencies immediately.

6. Check all emergency lighting. Test same to ensure operation.

Floors

1. Check vinyl tile floors for missing, loose or cracked tile.

2. Check all carpeting throughout hallways. Check for tears, unraveling, or pulls from floor fasteners and baseboards. Note deteriorated conditions and trip hazards. Note cleanliness of carpeted areas and recommend any need corrective action.

3. Check ceramic tile floors for missing, loose, or cracked ceramic tile, and check condition of grout.

4. Check and note any loose baseboards or cove base.

Stairs

1. Check and note loose stair treads.

2. Check and note loose handrails.

3. Check general condition of stairs for cracks or other weakness.

4. Check metal handrails for rust or deterioration.

G. Roofs

1. Check condition of roofing; shingles, coal tar, or rubber roofing system. Note damaged or deteriorated conditions. Use binoculars to closely inspect all pitched roofs.

2. Check roof ballast (river rock, etc.) if any, to determine condition and location of same.

3. Check under roof membrane insulated blocks for proper location and integrity.

4. Check condition and integrity of parapet wall(s) and flashing.

5. Check all soil stacks, vents, machine rooms and roof mounted equipment (HVAC, TV, radio towers, etc.) for proper seal with roof system. Check for equipment leakage, deterioration or damage.

6. Check penthouse and machine room doors, frames, closers and locking devices for proper fit, finish and operation. Penthouse door(s) should have panic device for escape to or from roof areas.

7. Check roof mounted security fencing for deterioration and structural integrity. Check screen mesh, poles, fasteners, end caps and all hardware. Note any damage or rusted areas and schedule needed repairs or painting.

8. Check condition of all chimneys for damage or deterioration. Note loose/missing brick, masonry, need for tuck pointing and damaged flue piping. Check seal of chimney to roof area and/or parapet wall.

9. Check all gutters, downspouts, scuppers, roof drains, for condition and free flow of rainwater. Check all boots and soil stacks for condition and blockage. Check all diverters and splash blocks for position and proper drainage.

H. Garages

1. Check all garages for structural integrity and deteriorated conditions. Check for improper storage including storage of hazardous/toxic materials.

2. Check integrity and condition of roofs, siding, support columns, and concrete floor surfaces. Inspect all lighting (interior/exterior) as applicable for proper operation (include remote timers/photocells).

I. Fences

1. Check the condition and integrity of all perimeter and interior fencing. Check poles, mesh, hardware, expanded metal, wrought iron sections, gates, end caps, hinges and locking devices for proper operation. Note any deteriorated, damaged or rusted areas. Note needed repairs or required repainting.

2. Check condition and operation of all electrically operated service drive gates. Operate gate. Check operator and chain. Check control devices. Check gate reversal safety devices. Note any damage and needed repairs or repainting.

J. Benches

Check the condition of all park benches, concrete benches and/or other sitting areas for damage, and deteriorated conditions. Note needed repairs and/or required repainting.

K. Trash Enclosures/Containers

1. Check all enclosures for cleanliness, damage or deterioration. Note any dangerous conditions; exposed metal parts, damaged side panels or peeling and chipping paint.

2. Check condition of trash cans/lids, and single-family composite dumpsters, Note cleanliness of containers and presence/lack of vermin, and flies/maggots.

L. Dumpsters

Check all multi-family dumpsters for deteriorated conditions, missing lids, and side and back panels. Note bottom of dumpster for rust/rusted out condition. Check for cleanliness and improper disposal of trash (advise manager immediately of any lease violations).

M. Maintenance/Storage Areas

Check all maintenance and storage areas for cleanliness/neatness. Check security and condition of all doors and windows. Inspect and operate all locking and latching devices. Note any improper and excessive storage of maintenance materials including improper storage of hazardous/toxic materials and equipment. Note all deteriorated or dangerous conditions. Indicate any required repairs or required repainting.

N. Mailboxes

Check condition and proper operation of all mailboxes—common free standing or wall mounted, individual exterior wall mounted, and thru wall or thru door models. Note any damaged or deteriorated conditions. Indicate needed repairs or required repainting.

O. Playground Equipment

1. Check condition of all playground equipment; swings, slides, climbing bars, and other play structures.

2. Check all play surfaces under or around play equipment for presence of safe, soft play surface materials.

3. Check all poles, cross members, chains and structural components for deteriorated/rusted conditions. Note missing or broken swings, rough slide surfaces and other damaged equipment.

4. Check all sandboxes for safety and cleanliness of sand. Note deteriorated side panels and seating surfaces.

P. Driveways and Parking Lots

1. Check driveways and parking lots for deteriorated surface and curbs.

2. Check for proper drainage for rainwater, note cleanliness/obstructers of catch basins.

3. Check parking lot bumpers for proper placement and condition. Note condition of paving markings for deterioration and need for repainting. Check handicap signs and surface symbols.

4. Check condition of all street approaches to driveways and parking lots. Note all surface and curb conditions. Note needed repairs.

Q. Signage

1. Check all site signage. Note missing or vandalized traffic control signs.

2. Check for missing/vandalized resident/public information signs.

3. Make recommendation for signage improvements.

R. Lawns

1. Check all lawn areas including public, common and resident maintained areas. Note improper drainage and hazardous situations. Note condition of turf and need for reseeding. Note deteriorated areas.

2. Advise the manager of any lease violations; trash, debris, etc.

S. Trees and Shrubs

1. Check condition and health of all trees and shrubs. Note any hazardous or potentially unsafe or threatening conditions. Note any low hanging or broken limbs or trunks. Note areas needing trimming or pruning.

2. Check for missing or weeded plantings, shrubs, and saplings. Note condition and care of flowerbeds, flowers and bedding materials.

T. Culverts and Drainage Ditches

1. Check condition of all site roads, walkways, culverts and drainage ditches.

2. Check for free flow of water and lack of debris. Note any safety hazards.

U. Storm Sewers and Inlets

1. Check all storm sewers and catch basins. Check for proper drainage.

2. Check grate and screens to ensure same are securely anchored and free of debris. Note any needed clean out and jet rodding.

V. Fire Hydrants

1. Check all hydrants, stand pipes and Siamese connections for deteriorated conditions. Note any missing or vandalized end caps.

2. Check winterization scheduling.

W. Water Heaters, Boilers

Note: The inspector should review all recommended manufacturer's maintenance recommendation on any and all of the following mechanical equipment.

1. Check the condition and operation of all hot water heaters, and boilers

2. Check conditions of burners and note flame color.

3. Check condition of heat exchangers and heat transfer surface.

4. Check operation of all gauges and controls.

5. Start up and operate equipment and note any deficiencies.

6. Check boiler safety and blow down controls.

7. Check electrical controls, panels and contacts.

8. Check the operation of all circulating pumps.

9. Check for leaks and deteriorated piping.

10. Check chemical feed system and water softening equipment.

11. Check for hazardous or toxic materials and conditions.

12. Check condition and operation of all blowers and filters. Note deteriorated belts, bearings and excessive vibration. Note condition of filters and clean or replace as necessary.

13. Check exhaust fans for proper operation. Note condition and cleanliness of same.

X. Air Conditioners

1. Check air conditioning pumps, condensers and evaporators.

2. Check gauges and controls for proper operation.

3. Check refrigerant levels and check oil levels in pumps.

4. Turn on and operate equipment.

5. Check the condition and operation of all cooling towers and related equipment. Note accumulation of debris and condition of heat exchange surface.

AA. Meters

1. Check condition and operation of all utility meters; gas, water and electric.

2. Check for leaks and note operation of gauge. Note any deteriorated conditions.

3. Examine meter pits/covers for condition, operation, security, and cleanliness.

4. Note operation and condition of shut off valves, main gas and water valves, gas regulators and related equipment.

5. Examine condition of incoming gas and water service lines.

6. Check condition of electrical service lines.

7. Check all related manhole covers for presence and proper fit.

BB. Fire Safety

1. Check condition of all fire safety equipment, control panels, pumps and related items.

2. Test system for proper operation. If they are contractor-maintained have service representative test equipment per manufacturers specifications. Have fire marshal present if local code requires same.

3. Check presence of all fire fighting equipment; hoses and nozzles, fire extinguishers and alarm pull stations.

4. Check water pressure gauges on each floor.

5. Check smoke detectors and sprinkler heads in all common spaces, floors, halls, offices, community space, storage and maintenance areas, furnace and meter rooms, elevator penthouses and trash compactor areas.

CC. Electrical Panels and Lighting.

1. Check the condition of all electrical panels, main breakers, and service entrance cables.

2. Check the condition of all transformers, potheads, switchgear, air fuses and related controls and equipment. Note oil levels in transformers.

3. Check for damaged or burned wires, connections and cables.

4. Check circuit breakers and fuses for proper operation and correct setting. Note any hazardous or dangerous situations.

5. Check all lighting for proper operation including; common spaces, offices, community rooms, rest rooms, maintenance and storage areas, stairwells and hallways.

6. Check all exterior site lighting.

7. Test and operate all lighting. Check remote timers and photocells. Note any needed lighting upgrades.

DD. Community Areas

Mailboxes

1. As indicated previously - check all mailboxes for proper operation.

2. Check for missing locks, name tags/apartment numbers.

3. Check for damage or tampering of mailboxes.

4. Check mailroom entrance door and door handle/lock.

5. Inspect mailroom condition and light switch operations. Note condition of mailroom floors, walls and ceilings. Note cleanliness of mailroom.

Bulletin Boards

Check Condition and location of all bulleting boards. Note needed repair, replacements or additions.

Carpet/Tile

1. Check conditions of all carpeting and floor tiles. Note any worn, deteriorated or hazardous conditions. Note stains, general cleanliness and overall appearance of building carpeting.

2. Check for tears, raveling or pulls from floor fasteners or baseboards. Note needed replacements.

3. Check vinyl floor tile for missing, loose or cracked tile.

4. Check ceramic floor tile for missing, loose or cracked ceramic tile, and check condition of grout. Check for loose baseboards.

Walls, Doors, Windows

Check as previously indicated.

Kitchen

1. Check overall condition of kitchen area. Note condition of cabinets, storage areas, sinks, faucets, drains, supply lines and disposals.

2. Check the condition, operation of and cleanliness of refrigerators, stoves, ovens, dishwashers, microwaves, and all other appliances present.

3. Check condition, integrity, and cleanliness of walls, floors and ceiling areas.

4. Check kitchen lighting, duplex outlets, and switches for proper operation and cleanliness. Note broken and/or missing globes, diffusers or reflectors.

5. Check GFI outlets and circuits to ensure their proper functioning. Note needed replacement.

EE. Public Restrooms

Commode

1. Inspect fixture for general condition and fastening to the floor.

2. Check operation of water shut off valve.

3. Check seat and hardware.

4. Check flushometer operation; ensure proper water level, operation of float, flush handle, and shut off valve. Adjust as required.

5. Check for leaks around commode area.

6. If installed, check handicap handrail for tightness, tighten as required.

7. Check water supply line for leaks or deterioration.

Urinal

1. Check general condition of urinal for cracks and/or leaks.

2. Check flush valve operation, adjust if required.

Lavatory

1. Check operation of water shut off valves.

2. Check operation of faucets, leaking and tightness.

3. Check drain, trap and waste arm for leaks and deterioration.

4. Check stopper mechanism for operability and fit.

5. Check water supply lines for leaks or deterioration.

Restroom Partition

1. Check general condition for painting, graffiti, rust and deterioration.

2. Check for loose panels, tighten at all support and fastening points as required.

3. Check door for alignment, hinge operation and hardware.

4. Check toilet paper dispenser to ensure it is firmly fastened to panel.

Restroom Mirror

1. Check general condition of mirror and for cracks. Report needed replacement, if required.

2. Ensure mirror is firmly fastened to wall.

Exhaust Fan

1. Check switch for operation.

2. Check speed and operation of fan.

3. Check for vibration or unusual noise.

4. If accessible, note condition of fan blade and motor.

POLICY: KCHA INVESTMENT POLICY

EFFECTIVE DATE: April 1, 2004 RESOLUTION NO.

INVESTMENT POLICY

The Board of Commissioners of the Kankakee County Housing Authority (KCHA), recognizing that it is the responsibility of KCHA to fully maximize the use of all available funds, approved the Investment Policy, with the understanding that it is the responsibility of the Executive Director and the Board to supervise the management of KCHA funds in the most efficient manner possible.

The preservation of capital, liquidity, and maximization of interest earnings shall be the major objectivities of KCHA's investment policy.

1. Preservation of Capital – Investments shall be made in high quality securities with minimum of risks with in the guidelines of Department of Housing and Urban Development (HUD) requirements (as outlined in Notice PIH 96-33, which has been annually extended by HUD)
2. Liquidity – Maturities on investments will be structured in accordance with KCHA's cash flow needs to provide availability of cash when needed. It shall be KCHA's policy to limit the term of investments to a period of one year or less.
3. Maximization of Interest Earnings – KCHA's goal will be to maintain a cash and investment program structured to maximize interest earnings.

DELEGATION AND AUTHORITY: The investment program of KCHA is the responsibility of the Executive Director. Although the Executive Director has the ultimate responsibility, he/she may delegate responsibility to the Accountant or another qualified Investment Officer.

ELIGIBLE INVESTMENTS: Eligible investments are limited to the following:

- Certificates of Deposit (collateralized as prescribed below)
- Money Market and Savings Accounts (collateralized as prescribed below)
- Direct Obligations of the Federal Government, such as Treasury Bills, as prescribed by HUD in Notice PIH 96-33 or as amended
- Obligations of Federal Agencies, as prescribed by HUD in Notice PIH 96-33 or as amended

- Securities of Government Sponsored Agencies, as prescribed by HUD in Notice PIH 96-33 or as amended

- Repurchase Agreements for a term not to exceed 30 days, collateralized in accordance with HUD guidelines that require KCHA or third party custody of the collateral, and as prescribed by HUD in Notice PIH 96-33 or as amended

MATURITIES: Investment maturities will be selected in accordance with KCHA's cash flow needs and prevailing market conditions.

BANKS & SAVINGS AND LOANS: When the amount of funds to be invested is determined, investments will be made only with institutions approved by the Board of Commissioners through approved depository agreements. All banks or savings and loans approved as depositories for KCHA funds must maintain FDIC coverage.

COLLATERIZATION: It will be KCHA's policy to require that adequate collateral be pledged for all deposits or investments with banks or savings and loans exceeding the FDIC amount of $100,000. The financial institution will be required to purchase federal or federally insured securities, and to provide evidence of this collateral to KCHA. The cash value of these securities must equal or exceed the value of KCHA's deposits in excess of $100,000.

SAFEKEEPING AND CUSTODY: The physical safekeeping of securities and deposit certificates will be entrusted to the banks and savings and loans accordance with the official Depository Agreement. One exception might be that if a bank or savings and loan charge a fee for this service, the Authority may designate another approved bank or savings and loan as a designated safekeeping agent for securities and deposit certificates from other banks.

DIVERSIFICATION: Prudence will be exercised in balancing yield, liquidity and safety when determining the type of investment to purchase. Although KCHA will seek to secure the highest yield available it will also avoid concentration of all or a major part of its investment funds in any one bank or savings and loan. Every attempt will be made to spread investments among the major banks offering to participate in KCHA investments.

PROCEDURES AND CONTROLS: The Accountant has the responsibility for internal control over investment procedures.

DEPOSITORY AGREEMENTS

The following Depository Agreements have been approved by the Kankakee Housing Authority Board of Commissioners:

POLICY: KCHA DISPOSITION POLICY

EFFECTIVE DATE: April 1, 2004 RESOLUTION NO.

DISPOSITION POLICY

The Board of Commissioners of the Kankakee County Housing Authority (KCHA), recognizing the importance of realizing the maximum possible net proceeds of assets or inventory disposed by the Authority, approved the Disposition Policy, with the understanding that it is the responsibility of the Executive Director and the Accountant to ensure that such dispositions are carried out in a way that is most financially beneficial to KCHA.

Periodically it is necessary for the KCHA to dispose of excess, obsolete, or irreparable equipment or inventory. Sales of such property shall be made in the following manner:

1) If the estimated sales value of the personal property offered for sale is less than $500.00, the Executive Director (or his/her designee) shall negotiate a sale in the Open market, after such informal inquiry he/she deems necessary to ensure a fair return to the Authority. The sale shall be documented by an appropriate bill of sale.

2) For sales from $500.00 to $2,500.00, the Executive Director (or his/her designee) shall solicit informal bids orally, by telephone or in writing & from all known prospective purchasers and a tabulation of all such bids received shall be prepared and retained as part of the permanent record. The sale shall be documented by an appropriate bill of sale.

3) For sales in excess of $2,500.00, the Executive Director (or his/her designee) shall use formal advertising methods (unless otherwise permitted in applicable provisions of the law) and shall solicit bids by advertisement in at least one local newspaper of general circulation or by mailing solicitations to bid to all Prospective Purchasers or by posting notices in public places or by a combination of such methods. Bids shall be opened publicly at the time and place specified in the advertisement. A tabulation of all such bids received shall be prepared and retained as a part of the permanent record. The award shall be made to the highest bidder as to price, and the sale shall be documented by an appropriate bill of sale. In all events, compliance with federal state, and local laws, if any, will be ensured.

4) The sale of personal property to a public body for public use may be negotiated at its fair market value subject to prior approval by the Board of Commissioners. The transfer shall be documented by an appropriate bill of sale.

5) Personal property shall not be destroyed, abandoned, or donated without the prior approval of the Board of Commissioners. The Executive Director shall make every effort to dispose of excess personal property as outlined above. However, if the property has no scrap or salvage value and a Purchaser cannot be found, a statement staff be prepared by the Executive Director showing the advertising placed in the newspaper and listing prospective bidders solicited, if such a solicitation was made, and all other efforts to sell the property, together with a recommendation as to the manner of disposition. A resolution of the Board's approval together with the complete documentation in support of the destruction, abandonment, or donation, shall be retained as a part of the permanent record.

POLICY: KCHA CAPITALIZATION AND DEPRECIATION POLICY

EFFECTIVE DATE: April 1, 2004 RESOLUTION NO.

Capitalization and Depreciation Policy

The Board of Commissioners of the Kankakee County Housing Authority (KCHA), recognizing that it is important for the KCHA to maintain control over fixed assets, and to follow Generally Accepted Accounting Principles, approved the Capitalization and Depreciation Policy, with the understanding that it is the responsibility of the Executive Director to ensure that KCHA fixed assets are controlled and accounted for in the most efficient manner possible.

In accordance with Generally Accepted Accounting Principles (GAAP) and HUD Requirements, the Kankakee County Housing Authority (KCHA) is required to maintain a policy for capitalization and depreciation of fixed assets.

The KCHA will capitalize all assets that:

- Are being used in operations
- Have a useful life extending beyond one year
- Have physical substance
- Have an original cost of $1,000 or more (except for dwelling equipment)

Dwelling equipment, such as refrigerators and ranges, shall always be capitalized irrespective of the original cost.

In accordance with GAAP, assets must be depreciated over their estimated useful lives. The KCHA will utilize the straight-line method of depreciation over the following estimated useful lives:

Buildings	27.5-40 Years
Subsequent Modernization to Buildings	10-15 Years
Dwelling and Non-dwelling Equipment	5- 7 Years

Salvage value of KCHA assets is estimated to be immaterial for GAAP purposes, and therefore assets will be depreciated at 100% of cost.

POLICY: KCHA PETTY CASH POLICY

EFFECTIVE DATE: April 1, 2004 RESOLUTION NO.

PETTY CASH POLICY

The Board of Commissioners of the Kankakee County Housing Authority (KCHA), recognizing the importance of internal controls over Petty Cash, approved the Petty Cash Policy, to be implemented by the Executive Director.

Petty Cash Purchases. Small purchases under $200.00, which can be satisfied by local sources, may be processed through the use of a petty cash account. The amount of the Petty Cash account shall be $250.00. The custodian of petty cash of the KCHA will ensure that: security is maintained and only authorized individuals have access to the account; the account is periodically reconciled and replenished by submission of a voucher to KCHA accountant; and, the account is periodically audited by the accountant or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.

KANKAKEE COUNTY HOUSING AUTHORITY
185 N. St. Joseph Avenue, Kankakee, Illinois 60901
(815) 939-7125 Phone (815) 939-7069 Fax

Progress Report on Meeting 5 Year Plan and Capital Fund Goals

The Kankakee County Housing Authority submitted its annual plans for FY 2003 and FY 2004. In some areas of the plans, changes were made based on what occurred from previous years. Details of these changes are as follows:

In the PHA Plan for FY 2002, carrying over to the FY 2003 and FY 2004 plans, the KCHA eliminated the statement of "acquiring or building additional units" in order to increase public housing for our area. The KCHA is limited in funding and is in need of major repairs in the existing units; therefore, we would not be able to commit moneys to this venture.

The KCHA also changed its statements in "providing replacement housing and replacement housing vouchers" in the homeownership programs as well as requesting "designated housing".

In "leveraging private or public funds", this statement has also been eliminated in the current plans. A significant change to the FY 2003 and FY 2004 Annual Plans is the KCHA status of "Troubled Agency Plan" under which these plans have been submitted. This "troubled status" makes the KCHA ineligible for most programs under additional grants and moneys for both private and public.

A significant change in the FY 2003 and FY 2004 plans has been the implementation of several "Policies and Procedures". The KCHA was behind in this process and spent a significant amount of time updating current and creating new policies and procedures to bring the KCHA up to date. The KCHA has adopted new and updated policies in all areas of its operation.

In the area of the Capital Fund Programs, the KCHA has based its current and future moneys allocation on a current Physical Needs Assessment. As noted in the current plans, the disbursement of and use of CFP funds is based on a very strategic plan for physical needs improvements. With funding from the years 1999 through 2001, the KCHA made progress in meeting the needs identified in those plans as submitted. The KCHA has made substantial gains in implementing plans under the Capital Funds Programs for all years over the last eight months. The KCHA has developed future plan goals utilizing all funds available as well as estimated. (See attached P & E Reports for all open CFP's.)

End

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06-P039-70799 Replacement Housing Factor Grant No: N/A	**Federal FY of Grant:** 1999

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** X **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		30,022.80	30,022.80	30,022.80
3	1408 Management Improvements	62,500.00	133,100.87	58,485.34	58,485.34
4	1410 Administration	52,000.00	52,000.00	52,000.00	52,000.00
5	1411 Audit	6,000.00	3,000.00	3,000.00	3,000.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	25,310.00	44,794.00	44,794.00	44,794.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	260,690.00	203,298.33	203,298.33	203,298.33
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	20,000.00	86,000.00	20,000.00	20,000.00
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)	552,216.00	552,216.00	411,600.47	411,600.47
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	50,000.00		49,371.75	49,371.75
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06-P039-70799 Replacement Housing Factor Grant No: N/A	**Federal FY of Grant:** 1999

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Security 39-4 & 39-6	1408	2	50,000.00	49,371.75	49,371.75	49,371.75	Complete
	Upgrade Computer Software	1408	100%	2,500.00	7,151.17	7,151.17	7,151.17	Complete
	Staff Training	1408	3	5,000.00	3,729.16	3,729.16	3,729.16	Complete
	Comp Grant Coordinator	1410	1	32,000.00		32,000.00	32,000.00	Complete
	Comp Grant Assistant	1410	1	20,000.00		20,000.00	20,000.00	Complete
	Close Out Audit	1411	1	5,000.00	3,000.00	3,000.00	3,000.00	Complete
	A & E Fees	1430	1	25,000.00	44,794.00	44,794.00	44,794.00	Complete
	Computer Hardware Upgrades	1475	100%	20,000.00		20,000.00	20,000.00	Complete
IL39-3	Community Center Addition	1470	1	125,716.00	212,615.53	0	0	Delete
	Termite Control	1460	100%	0	11,433.20	11,433.20	11,433.20	Complete
PHA Wide	Operations	1406	100%	0	30,022.80	30,022.80	30,022.80	Complete
IL39-4 & 1	Emergency Boiler Repairs	1460	100%	0	1,490.84	1,490.84	1,490.84	Complete
	Security Enhancements	1460	100%	0	18,271.09	18,271.09	18,271.09	Complete
IL39-7	Termite Contract	1460	50%	0	7,816.90	7,816.90	7,816.90	Complete
IL39-4	Elevator Upgrades	1460	2	129,000.00	37,526.00	37,526.00	37,526.00	Complete
IL39-6	Elevator Upgrades	1460	2	138,000.00	16,407.49	16,407.49	16,407.49	Complete
IL39-4	Scan & Clean Sewer Lines	1460	100%	0	7,154.12	7,154.12	7,154.12	Complete
IL39-6	Repair Pipe Chase	1460	100%	0	0	0	0	Delete
	Clean Air Handlers	1460	100%	0	1,627.00	1,627.00	1,627.00	Complete
	Clean Roof Top Exhaust	1460	100%	0	2,874.95	2,874.95	2,874.95	Complete
IL39-4	Hot Water Piping Issue	1460	100%	0	96,930.00	96,930.00	96,930.00	Complete
	TOTALS			552,216.00	552,216.00	411,600.47	411,600.47	

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06-P039-70799 Replacement Housing Factor No: N/A	**Federal FY of Grant:** 1999

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	
Operations	6/00		6/01	6/01		9/03	
Non Dwelling Equipment	3/00		3/00	6/01		6/01	
Mgmt Improvements	6/00		6/01	6/01		9/03	
Dwelling Structures	6/01		6/01	12/01		9/03	
Administration	6/01		6/01	6/01		6/01	
Audit	6/01		6/01	6/01		6/01	
Fees & Costs	6/01		6/01	12/02		12/02	
Dwelling Structures	9/01		9/01	9/03		9/03	

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-00 Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2000

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X **Performance and Evaluation Report for Period Ending: 6/30/04** ☐ **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	0	62,000.00	62,000.00	62,000.00
3	1408 Management Improvements	50,000.00	122,741.00	122,741.00	122,741.00
4	1410 Administration	62,000.00	62,000.00	62,000.00	62,000.00
5	1411 Audit	5,000.00	0	0	0
6	1415 Liquidated Damages				
7	1430 Fees and Costs	35,000.00	18,500.00	18,500.00	0
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	426,706.00	338,465.00	338,465.00	16,829.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	35,000.00	10,000.00	10,000.00	0
13	1475 Nondwelling Equipment	20,000.00	0	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)	638,706.00	613,706.00	613,706.00	263,570.00
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				
25	Amount of Line 21 Related to Security – Hard Costs	27,228.34	27,228.34	27,228.34	27,228.34
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-00 Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2000

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Operating Budget	1406	100%	0	62,000.00	62,000.00	62,000.00	Complete
IL39-4 & 6	Security	1408	100%	27,228.34		27,228.34	27,228.34	Complete
IL39-3 & 7	Vacancy Reduction	1408	100%	12,543.76		12,543.76	12,543.76	Complete
PHA Wide	Computers	1408	100%	30,807.60		30,807.60	30,807.60	Complete
PHA Wide	Computer Programming	1408	100%	2,377.09		2,377.09	2,377.09	Complete
PHA Wide	Temporary Help	1408	100%	0	21,120.98	21,120.98	21,120.98	Complete
PHA Wide	Salaried Interim Exe. Director	1408	100%	0	18,034.76	18,034.76	18,034.76	Complete
PHA Wide	Maintenance	1408	100%	0	6,269.95	6,269.95	6,269.95	Complete
PHA Wide	Office Equipment	1408	100%	4,358.52		4,358.52	4,358.52	Complete
PHA Wide	Adm – MOD Salaries	1410	100%	62,000.00		62,000.00	62,000.00	Complete
PHA Wide	Roof Repairs	1460	100%	228,538.00		228,538.00	16,829.00	90%
IL39-3	Wildwood Comm Ctr Ren.	1460	1	41,643.00		41,643.00	0	In Progress
PHA Wide	Fees and Costs	1430	100%	18,500.00		18,500.00	0	In Progress
IL39-4 & 6	504C Public Restrooms	1460	3	48,525.00		48,525.00	0	Not Started
Admin	Upgrade Common Areas	1460	2	50,000.00		48,259.00	0	In Progress

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06-P039501-00 Replacement Housing Factor No:	**Federal FY of Grant:** 2000

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	
Operations	9/02		6/02	9/02		6/02	
Mgmt Improvements	9/02		9/02	9/02	12/02	12/02	
Fees & Costs	9/02		9/02	9/04			
Dwelling Structures	9/02		9/02	9/04			
Non Dwelling Structures	9/02		9/02	9/04			

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-00 Replacement Housing Factor Grant No: IL06R039501-00	**Federal FY of Grant:** 2000

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X Performance and Evaluation Report for Period Ending: 6/30/04 ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve	14,635.00		14,635.00	0
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)	14,635.00		14,635.00	0
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-00 Replacement Housing Factor Grant No: IL06R039501-00				**Federal FY of Grant:** 2000		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06-P039501-00 Replacement Housing Factor No: IL06R039501-00	**Federal FY of Grant:** 2000

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	
Replacement Housing	12/05			12/07			

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-01 Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2001

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X **Performance and Evaluation Report for Period Ending: 6/30/04** ☐ **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	62,614.70	125,229.00	125,229.00	125,229.00
3	1408 Management Improvements	147,461.00	128,250.48	128,250.48	128,250.48
4	1410 Administration	62,614.00	62,611.30	62,611.30	62,611.30
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	28,453.70	24,718.49	24,718.49	24,718.49
8	1440 Site Acquisition				
9	1450 Site Improvement	0	20,876.63	20,876.63	20,876.63
10	1460 Dwelling Structures	300,000.00	240,006.04	240,006.04	209,074.00
11	1465.1 Dwelling Equipment—Nonexpendable	0	24,451.06	24,451.06	24,451.06
12	1470 Nondwelling Structures	25,000.00	0		
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	626,143.40	626,143.00	626,143.00	595,210.96
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IL06-P039501-01 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Contribution to Operation	1406	100%	62,614.70	125,229.00	125,229.00	125,229.00	Complete
PHA Wide	Improvements in Security and Management Support	1408	100%	147,461.00	128,250.48	128,250.48	128,250.48	Complete
PHA Wide	Salaries Related to MOD	1410	100%	62,614.00	62,611.30	62,611.30	62,611.30	Complete
IL039-3 & 4	Arch Fees	1430	100%	28,453.70	24,718.49	24,718.49	24,718.49	Complete
IL039-3 & 4	Parking Lot Repairs	1450	100%	0	20,876.63	20,876.63	20,876.63	Complete
IL039-4 & 6	Roof Repairs	1460	3	300,000.00	240,006.04	240,006.04	209,074.00	99%
PHA Wide	Ref., Stoves, A/C, Furnaces	1465.1	Various	0	24,451.06	24,451.06	24,451.06	Complete
PHA Wide	Non Dwelling Structure	1470	Various	25,000.00	0	0	0	Delete

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06-P039501-01 Replacement Housing Factor No:	**Federal FY of Grant:** 2001

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	
Operations	6/03		6/03	6/05		6/04	
Mgmt Improvements	6/03		6/03	6/05		6/04	
Administration	6/02	12/02	12/02	6/05		12/02	
Fees & Costs	6/03		6/03	6/05	9/04		
Dwelling Structures	6/03		6/03	6/05	9/04		
Site Improvement	6/03		6/03	6/05		6/04	

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-01 Replacement Housing Factor Grant No: IL06R039501-01	**Federal FY of Grant:** 2001

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X **Performance and Evaluation Report for Period Ending: 6/30/04** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve	14,931.00		14,931.00	0
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)	14,931.00		14,931.00	
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				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IL06-P039501-01 Replacement Housing Factor Grant No: IL06-R039501-01				**Federal FY of Grant:** 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06-P039501-01 Replacement Housing Factor No: IL06-R039501-01	**Federal FY of Grant:** 2001

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	
Replacement Housing	12/05			12/07			

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-02 Replacement Housing Factor Grant No	**Federal FY of Grant:** 2002

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X **Performance and Evaluation Report for Period Ending: 6/30/04** ☐ **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	62,614.00	89,156.80	89,156.80	89,156.80
3	1408 Management Improvements	62,614.00	89,154.80	89,154.80	89,154.80
4	1410 Administration	62,614.00	44,557.40	44,557.40	44,557.40
5	1411 Audit	0	5,000.00	5,000.00	5,000.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	30,000.00	42,000.00	42,000.00	9,262.79
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	227,932.00	168,687.00	0	0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	0	7,218.00	7,218.00	0
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)	445,774.00	445,774.00	277,087.00	237,131.79
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IL06-P039501-02 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Contributions to Operating Budget	1406	100%	62,614.00	89,156.80	89,156.80	89,156.80	Complete
PHA Wide	Management Improvements	1408	100%	62,614.00	89,154.80	89,154.80	89,154.80	Complete
PHA Wide	Agency Costs Related to MOD	1410	100%	62,614.00	44,557.40	44,557.40	44,557.60	Complete
PHA Wide	Audit of CFP	1411	100%	0	5,000.00	5,000.00	5,000.00	Complete
PHA Wide	Architects and Inspection Fees	1430	100%	30,000.00	42,000.00	42,000.00	9,262.79	In Progress
IL 39-003, 005, 007	Replace Roofs, Soffits, Fascia, Gutters, Downspouts—55 units	1460	55	227,932.00	168,687.00	0	0	In Progress
IL 39-005	Demolish 2 units	1485	2	0	7,218.00	7,218.00	0	In Progress

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06-P039501-02 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	
Operations	6/04		6/04	6/06		6/04	
Mgmt Improvements	6/04		6/04	6/06		6/04	
Administration	6/04		6/04	6/06		6/04	
Audit	6/04		6/04	6/06		6/04	
Fees & Costs	6/04		6/04	6/06		6/04	
Dwelling Structures	6/04		6/04	6/06	6/05		
Demolition	6/04		6/04	6/06	9/04		

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

PHA Plans

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

OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-02 Replacement Housing Factor Grant No: IL06R039501-02	**Federal FY of Grant:** 2002

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X Performance and Evaluation Report for Period Ending: 6/30/04 ☐ **Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve	35,876.00		35,876.00	
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)	35,876.00		35,876.00	
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				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IL06-P039501-02 Replacement Housing Factor Grant No: IL06R039501-02				**Federal FY of Grant:** 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06-P039501-02 Replacement Housing Factor No: IL06R039501-02	**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	
Replacement Housing	12/05			12/07			

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

PHA Plans

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U.S. Department of Housing and Urban Development
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OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-03 Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2003

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X **Performance and Evaluation Report for Period Ending: 6/30/04** ☐ **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	87,593.00		87,593.00	
3	1408 Management Improvements	87,593.00		26,091.50	26,091.50
4	1410 Administration	43,796.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	20,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	187,000.00		75,000.00	
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	11,981.00		6,024.30	6,024.30
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)	437,963.00		119,708.80	32,115.8
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IL06P03950103 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Contributions to Operating Budget	1406	100%	87,593.00		87,593.00		In Progress
PHA Wide	Mgmt Improvements Training, Executive Search, Security, MIS Improvements, Communications	1408	100%	87,593.00		26,091.50	26,091.50	30%
PHA Wide	Costs related to MOD	1410	100%	43,796.00				In Progress
IL039-003, 005, 007	Architect & Inspection Fees and Costs	1430	100%	20,000.00				In Progress
IL039-003, 005, 007	Repairs/Renovate Interiors of 4 units (Kitchens, Baths, Walls, and Floors)	1460	4	112,000.00				Not Started
IL039-003, 005, 007	Replace Roofs, Soffits, Fascia, Gutters, and Downspouts	1460	25	75,000.00		75,000.00		In Progress
IL039-003, 005, 007	Ranges, Range Hoods, Refrigerators	1475	12	11,981.00		6,024.30	6,024.30	50%

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06P03951-03 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	
Operations	8/05	6/05		8/07	6/07		
Management Improvements	8/05	6/05		8/07	6/07		
Administration	8/05	6/05		8/07	6/07		
Fees and Costs	8/05	6/05		8/07	6/07		
Dwelling Structures	8/05	6/05		8/07	6/07		
Non-Dwelling Equipment	8/05	6/05		8/07	6/07		

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

OMB No. 2577-0226
(exp. 05/31/2006)

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: IL06P039501-03 Replacement Housing Factor Grant No: IL06R039501-03	**Federal FY of Grant:** 2003

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
X **Performance and Evaluation Report for Period Ending: 6/30/04** ☐ **Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve	35,239.00		35,239.00	
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)	35,239.00		35,239.00	
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				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: IL06P03950103 Replacement Housing Factor Grant No: IL06R039501-03				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

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

PHA Name: Kankakee County Housing Authority	**Grant Type and Number** Capital Fund Program No: IL06P039501-03 Replacement Housing Factor No: IL06R039501-03	**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	
Replacement Housing	12/05			12/07			