

PHA Plans

Streamlined 5-Year/Annual Version

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

OMB No. 2577-0226
(exp 05/31/2006)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief to certain PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined 5-Year Plan for Fiscal Years 2006 - 2009

Streamlined Annual Plan for Fiscal Year 2005

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

Streamlined Five-Year PHA Plan

Agency Identification

PHA Name: FREMONT HOUSING AUTHORITY

PHA Number: NE100

PHA Fiscal Year Beginning: (mm/yyyy) 10/2005

PHA Programs Administered:

Public Housing and Section 8

Section 8 Only

Public Housing Only

Number of public housing units: 251

Number of S8 units:

Number of public housing units:

Number of S8 units:133

PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

Public Access to Information

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

(select all that apply)

- Main administrative office of the PHA
2510 N Clarkson
Fremont, NE 68025
(402) 727-4848
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

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

- Main administrative office of the PHA
2510 N Clarkson, Fremont, NE 68025
- PHA development management offices
2600 N Clarkson Fremont, NE 68025
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

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

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

Streamlined Five-Year PHA Plan

PHA FISCAL YEARS 2006 - 2009

[24 CFR Part 903.12]

A. Mission

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

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)
The Mission of the Fremont Housing Authority is to assist families with safe, decent and affordable housing opportunities as they work toward self-sufficiency and improving the quality of their lives; to operate in an efficient, ethical and professional manner; and to create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
 - Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
 1. Continue to expand our housing markets through public/private partnering.
 2. Promote a positive concept of Public Housing in the community through public outreach efforts.
- PHA Goal: Improve the quality of assisted housing

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

Goals:

1. 2004 – FHA designated Stanton Tower, one tower of 119 living units, to strictly Elderly or Elderly with handicap (62 and over), with a preference for Near Elderly (50 and older).
2. 2005-06 Modernize the community kitchen to a full service food preparation kitchen with future implementation of a congregate dining room.
3. Implement the use of the Community Room for voluntary social activities and health & wellness programs.
4. Maintain Gifford Tower, a second high-rise located nearby at 2510 No. Clarkson with 131 living units for elderly, near elderly, disabled, handicapped, and small family.

Objective:

1. Accomplished in 2004 - Application approved by HUD's Special Application Center for strictly Elderly designation with an additional preference for Near Elderly to Stanton Tower, 2600 N Clarkson, Fremont, NE per Notice 97-12 and 24 CFR 945 regulations.
 - a. To create a warm, stable social environment for the elderly, free from the disruptions of younger generational lifestyles, thereby providing a secure haven for their retirement years.
 - b. To enhance a healthy lifestyle by providing the following support services:
 - i. Congregate Dining facility for meals
 - ii. Health and Wellness sessions
 - iii. Social activities

- Improve public housing management: (PHAS score) 93
- Improve voucher management: (SEMAP score) 100
- Increase customer satisfaction:
- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- Renovate or modernize public housing units:
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:
- Other: (list below)

PHA Goal: Increase assisted housing choices

Objectives:

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

- Convert public housing to vouchers:
- Other: (list below)
 1. Continue to expand our housing markets through public/private partnering.
 2. Promote a positive concept of Public Housing in the community through public outreach efforts.

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) **Accomplished in Fall of 2004 for Stanton Tower**
 - 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)
 - Implement the use of the FDIC "Money Smart" Program to residents by enlisting the services of local individuals, businessmen or women and teachers, to conduct sessions through the course of the program

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

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

- varieties of disabilities regardless of unit size required:
Other: (list below)

Other PHA Goals and Objectives: (list below)

Management Issues:

Goals:

1. Manage the Fremont Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer but striving to regain High Performer status.

Objectives:

1. The Fremont Housing Authority shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer friendly and fiscally prudent leader in the affordable housing industry.
2. Improve public housing management PHAS scores.
3. Renovate or modernize public housing units to enhance marketability
4. Increase customer satisfaction.

Marketability Issues:

Goals:

1. Enhance the marketability of the Fremont Housing Authority's public housing units.

Objectives:

1. The Fremont Housing authority shall become a more customer oriented organization to help in achieving a level of customer satisfaction that gives the agency the highest score possible in this element of the Public Housing Assessment System.
2. The Fremont Housing Authority shall continue with its modernization program to present a more appealing living unit to the public. maintain proper curb appeal for its public housing developments by improving landscaping.
3. The Fremont Housing Authority will combine units to reflect the growing need of larger units for small families (2 persons).
4. The Fremont Housing Authority will modernize existing units to full handicap accessibility by combining units to increase square footage and turnaround space for persons confined to wheelchairs.
5. The Fremont Housing Authority will promote public housing to agencies and organizations in the community through public relation outreach efforts with the intent of directing appeal to the low income, elderly, and disabled in the community.

Maintenance Issues:

Goals:

1. Maintain the Fremont Housing Authority in a decent, safe and sanitary condition in the most efficient and cost-effective manner.

2. Deliver timely and high quality maintenance services to the residents of the Fremont Housing Authority.

Objectives:

1. The Fremont Housing Authority is continuing to work toward creating an appealing and modern environment in its properties through modernization efforts.
2. The Fremont Housing Authority shall continue to improve its response time to Work Orders and Vacant Unit Turnaround time.

Equal Opportunity Issues:

Goals:

1. Operate the Fremont Housing Authority in full compliance with all Equal Opportunity laws and regulations.

Objectives:

1. The Fremont Housing Authority shall mix its public housing development populations with diverse and mixed incomes, ethnicity and race to the extent as is deemed practical and possible in the community.

Fiscal Responsibility Issues:

Goals:

1. Ensure full compliance with all applicable standards and regulations including government generally accepted accounting practices.

Public Image Issues:

Goals:

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

Objectives:

1. The Fremont Housing Authority shall strive to promote a positive image to the public through local media articles of good will, resident recognition, resident/staff event participation, and civic outreach efforts.

Supportive Service Issues:

Goals:

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

Objectives:

1. Support the National and State Mental Health Reform Plans by marketing and providing housing to mental health agencies and clients who are determined eligible and work with community based support agencies to provide the follow-up services needed for clients to maintain an independent and self-sufficient lifestyle.

2. Continue to strengthen partnerships with local and area support agencies in an effort to create a conduit for residents to obtain the services needed for independent living.

Streamlined Annual PHA Plan

PHA Fiscal Year 2005

[24 CFR Part 903.12(b)]

Table of Contents

Provide the following table of contents for the streamlined Annual Plan submitted with the Five-Year Plan, including all streamlined plan components, and additional requirements, together with the list of supporting documents available for public inspection.

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13. FY 2005 Annual Statement/Performance and Evaluation Report	(ne100c01)
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Resident Commissioner	Attachment (ne100e01)
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RASS 2004 "Communication" Followup Plan	Attachment (ne100f01)
Resident Advisory Board Meetings – Agency Plan	Attachment (ne100g01)
New or Revised FHA Policies FY2004-2005	Attachment (ne100h01)

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50077,

- PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;
- Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.

For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:

- Form HUD-50070, Certification for a Drug-Free Workplace;**
- Form HUD-50071, Certification of Payments to Influence Federal Transactions;**
- Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.**

Executive Summary (optional)

[903.7(r)]. If desired, provide a brief overview of the contents of the streamlined 5-Year/Annual Plan.

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

We have adopted the following Mission Statement to guide the activities of the Fremont Housing Authority:

Mission Statement:

The Mission of the Fremont Housing Authority is to assist families with safe, decent and affordable housing opportunities as they work toward self-sufficiency and improving the quality of their lives; to operate in an efficient, ethical and professional manner; and to create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission

We have also adopted, for the next five years, the goals and objectives found in B of the 5 Year Plan.

Our annual plan is based on the premise that if we accomplish our goals and objectives, we will be working towards the achievement of our mission.

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

- Maintaining High Performer status in PHAS – Score 93
- Improving customer satisfaction
- Expand Elderly housing by designating one building – Accomplished in Fall of 2004
- Increasing an atmosphere of security in the developments
- Maintaining low crime rate around developments
- Remodeling units in an effort to improve marketability by combining 1 bedroom units into 2 bedroom units for couples and small families.
- Modify 1 bedroom units in Gifford Tower by combining units for larger, fully handicapped accessible units.
- Maintain the properties of the Fremont Housing Authority through Capital Fund modernization and rehabilitation.
- Improve vacant unit turnaround and lease up times
- Enhance the image of the Fremont Housing Authority through the media and community outreach.
- Utilize the Fremont Housing Authority Affordable Fair Housing Marketing Plan as a planning and marketing tool for community outreach and equal opportunity goals.

In summary, we are on course to improve the condition of affordable housing in Fremont, NE.

1. Statement of Housing Needs [24 CFR Part 903.12 (b), 903.7(a)]

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

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

Housing Needs of Families on the PHA’s Waiting Lists			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	15		50
Extremely low income <=30% AMI	12	80	
Very low income (>30% but <=50% AMI)	3	20	
Low income (>50% but <80% AMI)	0		
Families with children	2	13	
Elderly families	2	13	
Families with Disabilities	6	41	
Family/no children	5	33	
Race/ethnicity - white	15	100	
Characteristics by Bedroom Size (Public Housing Only)			
1BR- all we have to offer	15		
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			
Housing Needs of Families on the PHA’s Waiting Lists			

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	77		34
Extremely low income <=30% AMI	64	83	
Very low income (>30% but <=50% AMI)	13	17	
Low income (>50% but <80% AMI)	0		
Families with children	43	57	
Elderly families	8	10	
Families with Disabilities	8	10	
Family/no children	18	23	
Race/Ethnicity - Black	1	1	
Race/Ethnicity - Hispanic	3	4	
Race/ethnicity - white	73	95	
Characteristics by Bedroom Size (Public Housing Only)			
1BR-	33		
2 BR	30		
3 BR	12		
4 BR	2		
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			

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

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

Housing Needs of Families in the Jurisdiction by Family Type								
Family Type	Overall	Housing Needs	Affordability	Supply	Quality	Access-ibility	Size	Location
Total Households	10,279							
Income <= 30% of AMI	1007	789	5	4	3	2	2	1
Income >30% but <=50% of AMI	1207	741	5	4	3	2	2	1
Income >50% but <80% of AMI	1285	618	4	4	3	2	2	1
Low to Moderate Households	3499	2148						
Elderly	2853	491	4	4	3	4	2	1
Families with Disabilities	334	67						
Race/Ethnicity	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:
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study – **Greater Fremont Nebraska Housing Study**
Indicate year: 2005
- Other sources: (list and indicate year of information) 2000 Census Data – SF1

B. Strategy for Addressing Needs

Provide a brief description of the PHA’s strategy for addressing the housing needs of families on the PHA’s public housing and Section 8 waiting lists **IN THE UPCOMING YEAR**, and the Agency’s reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

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

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

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

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships

- Adopt rent policies to support and encourage work
- Other: (list below)

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Goals:

1. 2004 - Designated one tower (119 units) to strictly Elderly or Elderly with handicap (62 and over) living units and modernizing the community kitchen to a full service food preparation kitchen with future implementation of a congregate dining room and social activities center.
2. Maintain Gifford Tower (131 units) for elderly, near elderly, disabled, handicapped, and small family.

Objectives:

1. 2004 Application approved by HUD's Special Application Center for strictly Elderly designation of Stanton Tower, 2600 N Clarkson, Fremont, NE per Notice 97-12 and 24 CFR 945 regulations.
2. To create a warm, stable social environment for the elderly, free from the disruptions of younger generational lifestyles, thereby providing a secure haven for their retirement years.
3. To enhance a healthy lifestyle by providing the following support services:
 - c. Congregate Dining facility for meals
 - d. Health and Wellness sessions
 - e. Social activities

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly – **Accomplished in 2004**
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities (**RECEIVED in 2004**)
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

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

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

Select if applicable

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

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

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

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

(2) Reasons for Selecting Strategies

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

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

available housing units to eligible persons with mental health issues and working cooperatively with partnering organizations to advance affordable housing for elderly persons and families in need of transitional housing and/or housing for clients affected by national and state mental health reforms

2. Statement of Financial Resources

[24 CFR Part 903.12 (b), 903.7 (c)]

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

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2005 grant)		
a) Public Housing Operating Fund	280,737.00	
b) Public Housing Capital Fund	310,000.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	495,444.00	
f) Resident Opportunity and Self-Sufficiency Grants		
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
CFP NE26P50103 as of 3/31/2005	0	
CFP NE26P50203 as of 3/31/2005	14,797.00	
CFP NE26P50104 as of 3/31/2005	239,146.00	
3. Public Housing Dwelling Rental Income		
	527,000.00	
4. Other income (list below)		
Laundry, Rooftop Antenna, Excess Utility	21,850.00	
Interest	8,000.00	
4. Non-federal sources (list below)		
Affordable Hsg- LIHTC Management Fee	20,850.00	
Afford. Hsg. Incentive Management Fee	25,000.00	
Total resources	1,942,824.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.12 (b), 903.7 (b)]

A. Public Housing

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

(1) Eligibility

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

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

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

Other: (describe)

When family's name comes to top of the waitlist according to date and time or selected to fulfill income targeting percentages.

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

Criminal or Drug-related activity

Rental history – Landlord reference

Housekeeping

Other (describe) – Credit History

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

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

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

(2) Waiting List Organization

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

Community-wide list

Sub-jurisdictional lists

Site-based waiting lists

Other (describe)

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

PHA main administrative office

2510 N Clarkson Fremont, NE 68025 –Public Housing and Affordable Housing

PHA development site management office

2600 N Clarkson, Fremont, NE 68025 – Section 8 Waitlist & Affordable Housing

Other (list below)

c. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to d.

Site-Based Waiting Lists				
Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics

2. What is the number of site based waiting list developments to which families may apply at one time? 2

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? 2

4. Yes No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

d. Site-Based Waiting Lists – Coming Year

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? 1

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? 3

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

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

(3) Assignment

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

- One
- Two
- Three or More

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

Affordable Housing – one offer

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:

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

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

c. Preferences

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

(5) Occupancy

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

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing)

- Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

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

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

- 1 Date and Time
- 1 Income Targeting to meet Federal Requirement
- 2 Elderly or Disabled Handicapped – 10 points
- 2 Handicapped or Disabled – 10 points
- 3 Near "Elderly – 5 points

Former Federal preferences:

- 3 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition) – 5 points
- 3 Victims of domestic violence – 5 points
- 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 (select all that apply)

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

PHA Handbook, Occupancy Rules and Regulations, other policies, such as Rent Collection, Pet Policy, Community Service Policy, UIV/EIV Policy

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

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

(6) Deconcentration and Income Mixing

a. Yes No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. Yes No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete. If yes, list these developments on the following table:

Deconcentration Policy for Covered Developments			
Development Name	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

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

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors):
- Other (list below)

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

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

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

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

- Criminal or drug-related activity
- Other (describe below)
NA

(2) Waiting List Organization

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

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

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

- PHA main administrative office
- Other (list below)
2600 N Clarkson, Fremont, NE 68025 - Section 8 office

(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:

A voucher will be issued to applicants for a 60 day search period. The search efforts must be recorded by date, time and place and submitted to the Section 8 Coordinator if the applicant fails to find a unit in the 60 day time period. Voucher extensions may then be given in 30 day increments for hard to house or extenuating circumstances beyond the control of the applicant. Vouchers will only be extended beyond the 60 day search period under the following circumstances prior to the expiration date.

1. If the family can verify extenuating circumstances, the family is a hard to house family and they can clearly demonstrate they have made every effort to secure a suitable unit.
2. The family has not refused a suitable unit without good cause.
3. There is a possibility that an extension will result in an approved lease and the execution of a Housing Assistance Payment Contract.
4. When a voucher has expired and the extension is denied, the family will be put in an inactive file and they will be required to reapply for assistance.
5. All vouchers will be extended and reissued at 30 days intervals as well as for portable which will be reissued at 30 day intervals to a maximum of 120 days in both instances. The days will be counted from the first day the voucher was issued.

(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.

- 1 Date and Time
- 1 Income Targeting requirements
- 2 Living and Working in the jurisdiction for more than 1 year.
- 1 Working families and those unable to work because of age or disability

Former Federal preferences:

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 2 Victims of domestic violence

Other preferences (select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

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

- Through published notices
- Other (list below)
NA

4. PHA Rent Determination Policies

[24 CFR Part 903.12(b), 903.7(d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one of the following two)

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

b. Minimum Rent

1. What amount best reflects the PHA’s minimum rent? (select one)

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

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

3. If yes to question 2, list these policies below:
Admissions and Continued Occupancy Policy

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

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

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

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

For the earned income of a previously unemployed household member
 For increases or decreases in earned income that amount to more than \$100 a month or \$1200 per year.

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

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

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

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

Yes for all developments

Yes but only for some developments

No

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

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

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

apply)

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

f. Rent re-determinations:

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

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income decrease or increase above a threshold amount or percentage: (if selected, specify threshold) **\$100 per month or \$1200 per year.**
- 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

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

- The section 8 rent reasonableness study of comparable housing
Flat Rent Policy: The Public Housing Flat Rents for one and two bedroom units set by Fremont Housing Authority will be determined by the Fair Market Rents published annually by HUD. Fremont Housing Authority will base the Flat Rent on the current Payment Standards adopted by the Board of Commissioners, which is determined annually by setting the Payment Standards at a percentage of the Fair Market Rents for Fremont, Dodge County, Nebraska. Currently the Payment Standards are set at 80% of the FMR, adjusted accordingly to accommodate for Rent Reasonableness comparisons in and including surrounding areas of Fremont, Nebraska.

Note ****10-1-2005 Flat Rents are scheduled to change from \$326 to \$364 for a one bedroom unit and from \$429 to \$479 for a two bedroom unit.**

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

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

- At or above 80% but below 110% of FMR as approved by HUD**
- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

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

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

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

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

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

- Annually
- Other (list below)

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

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

(2) Minimum Rent

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

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

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

Administrative Plan

5. Capital Improvement Needs

[24 CFR Part 903.12(b), 903.7 (g)]

Exemptions from Component 5: Section 8 only PHAs are not required to complete this component and may skip to Component 6.

A. Capital Fund Activities

Exemptions from sub-component 5A: PHAs that will not participate in the Capital Fund Program may skip to component 5B. All other PHAs must complete 5A as instructed.

(1) Capital Fund Program

- a. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 12 and 13 of this template (Capital Fund Program tables). If no, skip to B.
- b. Yes No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

Applicability of sub-component 5B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

(1) Hope VI Revitalization

- a. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below 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)
Development name:

Development (project) number:

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

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

6. Demolition and Disposition

[24 CFR Part 903.12(b), 903.7 (h)]

Applicability of component 6: Section 8 only PHAs are not required to complete this section.

- a. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 or 24 (Hope VI) of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) or Section 202/Section 33 (Mandatory Conversion) in the plan Fiscal Year? (If “No”, skip to component 7; if “yes”, complete one activity description for each development on the following chart.)

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

7. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program

[24 CFR Part 903.12(b), 903.7(k)(1)(i)]

- (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 the next component; if “yes”, complete each program description below (copy and complete questions for each program identified.)

(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, what is the maximum number of participants this fiscal year?

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:

- c. What actions will the PHA undertake to implement the program this year (list)?

(3) Capacity of the PHA to Administer a Section 8 Homeownership Program

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

- a. Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family’s resources.
- b. Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- c. Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).
- d. Demonstrating that it has other relevant experience (list experience below).

8. Civil Rights Certifications

[24 CFR Part 903.12 (b), 903.7 (o)]

Civil rights certifications are included in the *PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*, which is submitted to the Field

Office in hard copy—see Table of Contents.

9. Additional Information

[24 CFR Part 903.12 (b), 903.7 (r)]

A. PHA Progress in Meeting the Mission and Goals Described in the 5-Year Plan

(Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 2005 - 2009.)

Fremont Housing Authority has a record of obligating and expending all capital fund grants in a timely manner and according to procurement policy. All items listed in the 5 year plan from 2000 through 2004 have been accomplished with the help of Capital Funding. CFP grants from 2000, 2001, 2002 have been closed and audited. Refer to the projects listed in the progressive Capital Funds Tables included as Attachments B, C, D, for ongoing modernization projects and asset maintenance. Grants from FY 2003 and 2004 are well on track with projects either completed or in progress:

Completed:

Gifford Tower Window replacement
Energy Study
New appliances-stove/refrigerator
Boilers – Stanton Tower (4 replaced with 2)
Beauty Shop/Laundry renovated
New Conference Room remodeled
New washers/dryers for Laundries
Sun block blinds – entry ways & community rooms- both towers
Window treatments Gifford Community Room
New floral bed/landscaping
Lobby Furniture 11 floors – Gifford Tower
New Bulletin boards and Directional signs – 11 floors Gifford Tower
Paint hallways 12 floors Gifford Tower; 11 floors Stanton Tower
New security camera systems (interior and exterior)– both towers

Continuing:

Replacement flooring in units
Paint of hallways and units
Concrete replacement
Refinish/Replace unit entry doors
Kitchen renovation – 22 units
Appliances
Major Mechanical Systems

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

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

SIGNIFICANT AMENDMENT, MODIFICATION OR SUBSTANTIAL DEVIATION

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

Substantial deviation is a material change to an FHA [written] policy that requires approval by Fremont Housing Authority's (FHA's) Board of Commissioners. It does not include a change in strategy, policy or procedure when the change is reasonably necessary to effectuate the intent, purpose or interpretation of FHA's Agency Plan or other policy.

A significant amendment or modification to an FHA policy is one that will most likely result in a major effect upon the intent, purpose or interpretation of FHA's Agency Plan or other policy.

The Housing Authority hereby defines substantial deviation and significant amendment or modification as any change in policy which significantly and substantially alters the Authority's stated mission and the persons the Authority serves. This would include admissions preferences, demolition or disposition activities and conversion programs. Discretionary or administrative amendments consonant with the Authority's stated overall mission and basic objectives will not be considered substantial deviations or significant modifications.

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

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

If yes, provide the comments below: Attachment G

b. 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: Attachment G

Other: (list below)

(2) Resident Membership on PHA Governing Board

The governing board of each PHA is required to have at least one member who is directly assisted by the PHA, unless the PHA meets certain exemption criteria. Regulations governing the resident board member

are found at 24 CFR Part 964, Subpart E.

a. Does the PHA governing board include at least one member who is directly assisted by the PHA this year?

Yes No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board:

Terri Beck

Method of Selection:

Appointment

The term of appointment is (include the date term expires): 9/2005

Election by Residents (if checked, complete next section--Description of Resident Election Process)

Description of Resident Election Process

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

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

Eligible candidates: (select one)

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

Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

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

- The PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
- The PHA has less than 300 publichousing units, has provided reasonable notice

to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.

Other (explain):

Date of next term expiration of a governing board member: 9/2005

Name and title of appointing official(s) for governing board (indicate appointing official for the next available position): **Skip Edwards, Mayor**

(3) PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

Consolidated Plan jurisdiction: (provide name here)

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

- The PHA has based its statement of needs of families on its waiting list 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)

Certification of Consistency submitted with Agency Plan 2005

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

Letter from Nebraska Economic Department of Development stating consistency with the Consolidated Plan. (Hard copy to Field Office)

(4) (Reserved)

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

10. Project-Based Voucher Program

- a. Yes No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If yes, answer the following questions.
- b. Yes No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option?

If yes, check which circumstances apply:

- Low utilization rate for vouchers due to lack of suitable rental units
- Access to neighborhoods outside of high poverty areas
- Other (describe below:)

c. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

11. List of Supporting Documents Available for Review for Streamlined Five-Year/ Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans.</i>	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input type="checkbox"/> 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. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Consortium agreement(s).	Annual Plan: Agency Identification and Operations/ Management
X	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	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
X	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit	Annual Plan: Annual Audit

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	and the PHA's response to any findings.	
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

ATTACHMENT A

Attachment A

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

FREMONT HOUSING AUTHORITY

BOARD OF COMMISSIONERS

ATTORNEY

EXECUTIVE DIRECTOR

**MAINTENANCE
SUPERVISOR**

**HOUSING
SPECIALISTS**

**ADMINISTRATIVE
ASSISTANT**

PUBLIC HOUSING
SECTION 8
TAX CREDIT

**MAINTENANCE
STAFF**

**RESIDENT
RESPONDERS**

**ACCOUNTING
CLERK**

**JANITORIAL
STAFF**

ATTACHMENT B

ATTACHMENT B

2002 CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: FREMONT Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100			Federal FY of Grant: 2002
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 9/15/2004 <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	33,000	33,000	33,000	33,000
3	1408 Management Improvements Soft Costs	7,000	7,000	7,000	7,000
	Management Improvements Hard Costs	0	0	0	0
4	1410 Administration	23,852	23,852	23,852	23,852
5	1411 Audit	500	750	750	750
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	20,000	6,000	6,000	6,000
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	138.03	138.03	138.03
10	1460 Dwelling Structures	233626	260,149.79	260,149.79	260,149.79
11	1465.1 Dwelling Equipment—Nonexpendable	2000	1,021.03	1,021.03	1,021.03
12	1470 Nondwelling Structures	5000	445.01	445.01	445.01
13	1475 Nondwelling Equipment	5000	872.14	872.14	872.14
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines 2-19)	\$333,228	333,228	333,228	333,228
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: FREMONT Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100			Federal FY of Grant: 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
	Operations	1406	33,000	33,000	33,000	33,000	100%
	Management Improvement Training – Software upgrade	1408	7,000	7,000	7,000	7,000	100%
	Administration	1410	23,852	23,852	23,852	23,852	100%
	Audit	1411	750	750	750	750	100%
	Fees & Costs A&E Windows Gifford Tower	1430	20,000	6000	6000	6000	100%
	SITE IMPROVEMENT Concrete Work-Parking Lot Park Benches – Trash Cans – Pet Waste Stations – Outdoor Cigarette Urns	1450	3,000	138.03	138.03	138.03	100%
NE26P100001 Gifford Tower	DWELLING STRUCTURE: Windows Gifford Tower (Kitchen rehab Gifford Towers tabled to do windows) Replace 30 yr old kitchen stoves Handicapped shower sprayers Replace some ionized smoke detectors on each floor to photo electric detection for sprinkler system . Continue Replacing Carpet/Vinyl/Cove Paint & rehab units -revolving schedule	1460	233,626	260149.79	260149.79	260149.79	100%
NE26P100002 Stanton Tower	DWELLING STRUCTURE: Replace carpet/ vinyl/cove in units Replace some ionized Smoke detectors with photo electric smoke detectors on each floor of building. Paint units revolving schedule Continue replacing appliances	1460 cont'd					

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: FREMONT Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100			Federal FY of Grant: 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
	DWELLING EQUIPMENT: Emergency Boiler replacement- not needed at this time Install Handicap Accessible Water Cooler	1465.1	2,000	1021.03	1021.03	1021.03	100%
	NON DWELLING STRUCTURE	1470	5,000	445.01	445.01	445.01	100%
	NON DWELLING EQUIPMENT Maintenance Equipment-tools	1475	5,000	872.14	872.14	872.14	100%
GRANT TOTAL			333,228	333,228	320,228.00	275,060.76	

2003-01 CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: FREMONT Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100 50103			Federal FY of Grant: 2003
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/05 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	33,000	33,000	33,000	33,000
3	1408 Management Improvements Soft Costs	4,000	4,000	4,000	4,000
	Management Improvements Hard Costs	0	0	0	0
4	1410 Administration	18,400	18,400	18,400	18,400
5	1411 Audit	600	525	525	525
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	4,000	6,384.14	6,384.14	6,384.14
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	4,000	2,500	2,500	2,500
10	1460 Dwelling Structures	191,326	158,243.20	158,243.20	146,142.00
11	1465.1 Dwelling Equipment—Nonexpendable	12,000	44,130.41	44,130.41	44,130.41
12	1470 Nondwelling Structures	9,200	9,377.20	9,377.20	9,377.20
13	1475 Nondwelling Equipment	3,780	3,746.05	3,746.05	3,627.30
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines 2-19)	280,306	280,306	280,306	268,086.05
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100			Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
	Operations	1406	33,000	33,000	33,000.00	33,000.00	100
	Management Improvement Training – Software upgrade	1408	4,000	4000	4000	4000	100
	Administration	1410	18,400	18,400	18,400,	18,400	100
	Audit	1411	600	525	525	525	100
	Fees & Costs A&E, Professional Services, Energy Study	1430	4,000	4000	4000	4000	100
	Site Improvement Concrete replacement, signage, parking lot improvements, landscaping bushes, sod, floral beds	1450	4,000	2500	2500	2500	100
NE26P100001 Gifford Tower	DWELLING STRUCTURE: Replace Gifford Windows – 3 rd year of plan Continue Replacing Carpet/Vinyl/Cove Paint units revolving schedule Cabinet storage above toilets (move to 2004) Appliances	1460	191,326	158,243.20	158,243.20	146,142.00	92
NE26P100002 Stanton Tower	DWELLING STRUCTURE: Replace carpet/ vinyl/cove of units Paint units revolving schedule Continue replacing appliances	1460 cont'd	(12,000) (2,000) (1,000)				
	DWELLING EQUIPMENT: Emergency Mechanical Equipment replacement (generators, boilers & valves, air conditioners, elevators cables)	1465.1	12,000 (12,000)	44130.41	44130.41	44130.41	100
	NON DWELLING STRUCTURE Remodel Laundry and move Beauty Shop to laundry area to provide conference room for Board meetings.(moved forward from 2004)	1470	9,200	9377.20	9377.20	9377.20	100

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100			Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
	NON DWELLING EQUIPMENT Office Furniture, Computer Hardware & office machines upgrades	1475	3,780	3746.05	3746.05	3746.05	100
GRANT TOTAL			280,306.00	280,306.00	280,306.00	268,086.05	96

2003 -02 CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: FREMONT Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100 50203			Federal FY of Grant: 2003
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 02) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/05 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs	1,000	1000	1000.	1000.
	Management Improvements Hard Costs	0	0	0	0
4	1410 Administration	4,600	4600	4600	8.29
5	1411 Audit	300	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	2,000	2000	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	1,000	1492.	1492	1492.
10	1460 Dwelling Structures	39,924	21760.73	12601.32	13721.22
11	1465.1 Dwelling Equipment—Nonexpendable	3,000	16000	16000.00	0
12	1470 Nondwelling Structures	2,300	7811.27	4365.87	7811.27
13	1475 Nondwelling Equipment	1,740	1200	1007.77	1007.77
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines 2-19)	55,864	55,864	41066.96	25040.55
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100 50203 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.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
	Operations	1406					
	Management Improvement Training – Software upgrade	1408	1,000	1,000	1000	1000	
	Administration	1410	4,600	4,600	4600	8.29	
	Audit	1411	300	0	0	0	
	Fees & Costs A&E, Professional Services	1430	2,000	2000	0	0	
	Site Improvement Concrete replacement, signage, parking lot improvements, landscaping bushes, sod, floral beds	1450	1,000	1492	1492	1492	
NE26P100001 Gifford Tower	DWELLING STRUCTURE: 20 –Washers & Dryers Gifford & Stanton Laundry Sun block Blinds for Entry Lobby 11 Floors: Furniture- Elevator Lobbies Paint Hallways & Stairwells, chair rails Bulletin boards & Directional signs	1460	39,924	21760.73 10600 500 3,000 1,000	12601.32	13721.22	
NE26P100002 Stanton Tower	DWELLING STRUCTURE: 10 Floors: Paint Stairwells & Hallways, Chair rails Bulletin Boards, directional signs Furniture for Solariums Sunblock blinds for Community Room Windows & Entry Lobby windows	1460 cont'd		500 4660.73 1,500			
	DWELLING EQUIPMENT: Emergency Mechanical Equipment replacement (generators, boilers, air conditioners, elevators) Security Camera Systems – All new cameras for Gifford & Stanton with monitoring systems.	1465.1	3,000	3,000 16,000 13,000	16,000	0	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100 50203 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.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
	NON DWELLING STRUCTURE Weather-stripping exterior doors	1470	2,300	7811.27	4365.87	7811.27	
	NON DWELLING EQUIPMENT Office Furniture, Computer Hardware & office machines upgrades	1475	1,740	1200	1007.77	1007.77	
GRANT TOTAL			55,864	55,864	41,066.96	25,040.55	

2004 CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)					
Part 1: Summary					
PHA Name: FREMONT Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100 50203			Federal FY of Grant: 2004
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: #1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/2005 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	31,000	31,000	31,000	16000.
3	1408 Management Improvements Soft Costs	4,000	4,000	1105.25	0
	Management Improvements Hard Costs	0	0	0	0
4	1410 Administration	17,500	17,500	0	0
5	1411 Audit	1,000	725	725	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	10,000	10,000	0	0
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	3,000	3,000	2853.03	0
10	1460 Dwelling Structures	160,000	160,275	2391.94	1164.30
11	1465.1 Dwelling Equipment—Nonexpendable	20,000	20,000	20,000.	8827.24
12	1470 Nondwelling Structures	34,826	34,826	0	0
13	1475 Nondwelling Equipment	29,500	29,500	13604.51	13604.51
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines 2-19)	\$310,826	310,826	71,679.73	39596.05
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

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

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100 50203 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.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
	Operations	1406	31,000	31000	31000	16000	52%
	Management Improvement Training – Software upgrade	1408	4,000	4000	1105.25	0	28%
	Administration	1410	17,500	17500	17500	0	0
	Audit	1411	1,000	725	725	0	100%
	Fees & Costs A&E, Professional costs	1430	10,000	10000	0	0	0
	Site Improvement Concrete pads & vinyl fencing around generators, utility shed & dumpsters, signs, landscaping, bushes, sod, floral beds, exterior lighting	1450	3,000	3000	2853.03	0	0
NE26P100001 Gifford Tower	DWELLING STRUCTURE: Key Fobs –keyless security entry Cont'd Kitchen rehab/ cabinets/countertops/wiring/lighting Refinish/replace unit entry doors – Continue Replacing Carpet/Vinyl/Cove Paint units revolving schedule Cabinet storage above bathroom stools Continue Appliance replacement Section 504 rehab units for accessibility (rehab3 units for every 2 accessible units)	1460	122,000 (5,000) (25,000) (5,000) (20,000) (5,000) (20,000) (2,000) (40,000)	160,275	2391.94	1164.30	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100 50203 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.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
NE26P100002 Stanton Tower	DWELLING STRUCTURE: Conversion of fluorescent lighting, Interior lights, Ceiling fans Replace carpet/ vinyl/cove in units Paint and repair units Continue replacing appliances Key Fobs –keyless security entry	1460 cont'd	38,000 (12,000) (5,000) (10,000) (3,000) (3,000) (5,000)				
Stanton & Gifford	DWELLING EQUIPMENT: Emergency Mechanical Equipment replacement (generators, boilers, air conditioners, condensers/chillers, pumps, fan motors, elevators)	1465.1	20,000	20000	20000	8827.24	
Stanton & Gifford	NON DWELLING STRUCTURE Tuck and caulk brick Gifford Seal Exterior Brick-Stanton Remodel & Enlarge Office Space conversion of fluorescent lighting Paint Halls & stairwells, maint. room Carpet & vinyl halls, kitchen, and common areas Add electrical wiring & panels Rehab Kitchens to prepare congregate meals-food prep surfaces, equipment & appliances	1470	34,826	34826	0	0	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE100 50203 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.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
Stanton & Gifford	NON DWELLING EQUIPMENT New chairs community room Lobby, solarium, elevator lobby furniture & flooring Office Furniture, Computer Hardware & office machines upgrade or replacement, Lap Top Computer, Security Camera Equipment Maintenance Equipment upgrade & additional power tools	1475	29,500 (5,000) (9,000) (5,500) (10,000)	29500	13604.51	13604.51	
GRANT TOTAL			310,826	310,826	71,679.73	39,596.05	

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

PHA Name: FREMONT Housing Authority	Grant Type and Number Capital Fund Program No: NE26P100 50203 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	
	09/13/2006			09/13/2007			

ATTACHMENT C

2005 Annual Budget CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)					
Part 1: Summary					
PHA Name: FREMONT Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE10050105			Federal FY of Grant: 2005
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	30,000			
3	1408 Management Improvements Soft Costs	5,000			
	Management Improvements Hard Costs	0			
4	1410 Administration	16,300			
5	1411 Audit	800			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	15,000			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	10,000			
10	1460 Dwelling Structures	158,888			
11	1465.1 Dwelling Equipment—Nonexpendable	50,000			
12	1470 Nondwelling Structures	30,000			
13	1475 Nondwelling Equipment	11,900			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
	Amount of Annual Grant: (sum of lines 2-19)	\$327,888			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE10050105 Replacement Housing Factor Grant No:			Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
	Operations	1406	30,000				
	Management Improvement Training – Software upgrade	1408	5,000				
	Administration	1410	16,300				
	Audit	1411	800				
	Fees & Costs A&E, Professional costs	1430	15,000				
	Site Improvement Concrete pads & vinyl fencing around generators, utility shed & dumpsters, signs, landscaping, bushes, sod, floral beds, exterior lighting	1450	10,000				
NE26P100001 Gifford Tower	DWELLING STRUCTURE: Key Fobs –keyless security entry Cont'd Kitchen rehab/ cabinets/countertops/wiring/lighting Refinish/replace unit entry doors – Continue Replacing Carpet/Vinyl/Cove Paint units revolving schedule Cabinet storage above bathroom stools Continue Appliance replacement Section 504 rehab units for accessibility (rehab3 units for every 2 accessible units) Combine 1 BR units into 2 BR for small families	1460	158,888				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE10050105 Replacement Housing Factor Grant No:			Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
NE26P100002 Stanton Tower	DWELLING STRUCTURE: Conversion of fluorescent lighting, Interior lights, Ceiling fans Replace carpet/ vinyl/cove in units Paint and repair units Continue replacing appliances Key Fobs –keyless security entry	1460 cont'd					
Stanton & Gifford	DWELLING EQUIPMENT: Emergency Mechanical Equipment replacement (generators, boilers, air conditioners, condensers/chillers, pumps, fan motors, elevators)	1465.1	50,000				
Stanton & Gifford	NON DWELLING STRUCTURE Rubberized Roof Repair Stanton, Tuck and caulk brick Gifford Seal Exterior Brick-Stanton Remodel & Enlarge Office Space conversion of fluorescent lighting Paint maint. Room & floor Carpet & vinyl halls, kitchen, and common areas Add electrical wiring & panels Enlarge & Rehab Kitchens both towers to prepare congregate meals-food prep surfaces, equipment & appliances	1470	30,000				

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

PHA Name: Fremont Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE10050105 Replacement Housing Factor Grant No:			Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Obligated	Expended	
Stanton & Gifford	NON DWELLING EQUIPMENT Lobby, solarium, elevator lobby furniture & flooring Office Furniture, Computer Server & Hardware upgrade, New Copier, Lap Top Computer, Lateral File Cabinets G & S offices Maintenance Equipment - additional power tools	1475	11,900				
GRANT TOTAL			\$327,888				

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

PHA Name: FREMONT Housing Authority		Grant Type and Number Capital Fund Program No: NE26P10050105 Replacement Housing Factor No:				Federal FY of Grant: 2005	
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	
	8/18/2005			08/18/2009			

ATTACHMENT D

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name: FREMONT Housing Authority					<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 2006-2009				
Development Number/Name/HA-Wide	Year 1 2005	Work Statement for Year 2		Work Statement for Year 3		Work Statement for Year 4		Work Statement for Year 5	
		FFY Grant: 2006 PHA FY:10/2006		FFY Grant: 2007 PHA FY: 10/2007		FFY Grant: 2008 PHA FY: 10/2008		FFY Grant: 2009 PHA FY: 10/2009	
1406		OPERATIONS	31,000	OPERATIONS	31,000	OPERATIONS	31,000	OPERATIONS	31,000
1408		MANAGEMENT IMPROVEMENTS	3,000	MANAGEMENT IMPROVEMENTS	3,000	MANAGEMENT IMPROVEMENTS	3,000	MANAGEMENT IMPROVEMENTS	3,000
1410		ADMINISTRATION	16,300	ADMINISTRATION	16,300	ADMINISTRATION	16,300	ADMINISTRATION	16,300
1411		AUDIT	800	AUDIT	900	AUDIT	1000	AUDIT	1000
1430		FEES & COSTS	15,000	FEES & COSTS	15,000	FEES & COSTS	15,000	FEES & COSTS	15,000
1450		SITE IMPROVEMENT	11,000	SITE IMPROVEMENT	5,000	SITE IMPROVEMENT	8,000	SITE IMPROVEMENT	5,000
1460		DWELLING STRUCTURE	216,186	DWELLING STRUCTURE	212,216	DWELLING STRUCTURE	223,714	DWELLING STRUCTURE	210,116
1465.1		DWELLING EQUIPMENT	20,000	DWELLING EQUIPMENT	10,000	DWELLING EQUIPMENT	14,874	DWELLING EQUIPMENT	20,000
1470		NON DWELLING STRUCTURE	8,000	NON DWELLING STRUCTURE	1,874	NON DWELLING STRUCTURE	11,000	NON DWELLING STRUCTURE	24,874
1475		NON DWELLING EQUIPMENT	6,602	NON DWELLING EQUIPMENT	32,598	NON DWELLING EQUIPMENT	4,000	NON DWELLING EQUIPMENT	1,598
			327,888		327,888		327,888		327,888
TOTAL									
Total CFP Funds (Est.)		327,888		327,888		327,888		327,888	

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

Activities for Year 1	Activities for Year : 2 FFY Grant: 2006 PHA FY:10/2006		Activities for Year: 3 FFY Grant: 2007 PHA FY: 10/2007		
1406	Operations	31,000	1406	Operations	31,000
1408	Management Improvements Housing software upgrade/trainings	3,000	1408	Management Improvements Housing software upgrade/trainings	3,000
1410	Administration	16,300	1410	Administration	16,300
1411	Audit	800	1411	Audit	900
1430	Fees and Costs	15,000	1430	Fees and Costs	15,000
1450	Site Improvement Sprinkler system replacement; concrete around generator & under utility shed; vinyl fencing garbage areas & generators;	11,000	1450	Site Improvement Trees, shrubs, concrete replacement	5,000
1460	Dwelling Structures:	216,186	1460	Dwelling Structures:	212,216
NE26P1000 01 Gifford Tower	Continue replacement of Kitchen Cabinets Replace Carpet & Linoleum, paint Cabinet storage above toilets Continue replacement of appliances	62,000 16,000 25,000 1,000	NE26P100001 Gifford Tower	Continue replacement of appliances Replacement carpet, vinyl, cove, paint Lever Style door handles Telephone jacks in bedrooms	1,000 13,000
NE26P100002 Stanton Tower	Replace carpet, vinyl, cove Continue replacement of appliances Replace Fire Panel System Entrance and Lobby Furniture Fluorescent light fixtures entries bedrooms;	17,298 1,000 40,000 5,000 20,000	NE26P1000 02 Stanton Tower	Replacement carpet, vinyl, cove, paint Continue replacing appliances 1 st year-Window replacement- north side Lever style door handles	12,000 1,000 176,328
1465.1	Dwelling Equipment Mechanical Equipment replacement Boilers – Air conditioners – fans – pumps, Hot water storage tanks Gifford & Stanton, Replace vent pipes Stanton Tower; Insulate return water lines	20,000	1465.1	Dwelling Equipment Mechanical Equipment replacement Boilers, air conditioners, fans ,pumps & pump motors Insulate hot water pipes in mechanical room	10,000
1470	Non Dwelling Structure Roof Repairs	8,000	1470	Non Dwelling Structure	1,874
1475	Non Dwelling Equipment Office Furniture/equipment & computer upgrades; Mechanical Equipment & tools Fiberoptic network between buildings replaced, Jet sewer machine,.	6,602	1475	Non Dwelling Equipment Maintenance snow removal tractor or truck with snowblade Mechanical Equipment & Tools Small hand auger	32,598
Total		327,888			327,888

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 4 FFY Grant: 2008 PHA FY: 10/2008		Activities for Year: 5 FFY Grant: 2009 PHA FY10/2009		
1406	Operations	31,000	1406	Operations	31,000
1408	Management Improvements Upgrade housing software/staff trainings	3,000	1408	Management Improvements Staff trainings, conference, software upgrade	3,000
1410	Administration	16,300	1410	Administration	16,300
1411	Audit	1000	1411	Audit	1000
1430	Fees & Costs Architect Fees for remodeling	15,000	1430	Fees & Costs : Architecte Fees remodeling Energy Study, Physical Needs Assessment	15,000
1450	Site Improvement Concrete Replacement, landscaping	6,000	1450	Site Improvement Concrete replacement/ project signs	5,000
1460	Dwelling Structures	223,714	1460	Dwelling Structures	210,116
NE26P100001 Gifford Tower	Continue Replacing Carpet/Vinyl, Paint Continue replacing appliances Continue cabinet replacement above toilets Lever style door handles Light fixture replacement – ceiling fans Continue Kitchen cabinets as possible Redecorate elevator lobbies on 12 floors	10,000 1,000 0 1,000 2,000	NE26P100001 Gifford Tower	Continue Replacing Carpet & Vinyl, Paint Continuing replacing appliances Light Fixtures, lever door handles Redecorate elevator lobbies Continue Kitchen cabinets	12,000 3,000 3,000 5,000 68,000
NE26P100002 Stanton Tower	Dwelling Structure: 2 nd year window replacement Replace carpeting/vinyl & cove, paint Continue replacing appliances hall and bedrooms-ceiling fans Convert storage closet space –add doors	193,888 10,000 1,000 4,826	NE26P100002 Stanton Tower	Dwelling Structure: 3 rd year window project Replace carpet & vinyl in units, solarium and halls. Paint Lighting in hallways 70 units & units Continue replacing appliances Change out closet doors from bifold to swing.	70,116 12,000 5,000 30,000 2,000
1465.1	Dwelling Equipment Air Conditioner Replacements Gifford	16,874	1465.1	Dwelling Equipment Air Conditioner replacement-Gifford & Stanton	20,000
1470	NonDwelling Structure Remodel Community Room Stanton Expand &Upgrade electrical panels in Gifford	4,000 7,000	1470	Non Dwelling Structure Privacy Fencing around dumpsters Additional insulation added when roof is replaced- Gifford & Stanton Emergency Boiler Replacement	24,874
1475	Non Dwelling Equipment Replace dumpsters Maintenance Tools Mowing Equipment	4,000 1,000 1,000 2,000	1475	Non Dwelling Equipment: Laundry Machines Insulate heating equip lines	1,598 1,598
	Total Annual Grant	327,888		Total Annual Grant	327,888
Total estimated cost over next 5 years \$327,888 x 5 =		\$1,639,440.00			

ATTACHMENT E

Required Attachment E: Resident Member on the PHA Governing Board

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

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

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

Elected

Appointed

C. The term of appointment is (include the date term expires): **9/2005**

Terri Beck was appointed to fulfill the term of Resident Commissioner Marty Vogel who passed away 22/2004. This term expires in 9/2005.

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

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

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

Other (explain):

B. Date of next term expiration of a governing board member: **9/1/2005**

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): **Mayor Donald "Skip" Edwards**

ATTACHMENT F

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

Resident Advisory Board Members: (Active Officers of Resident Organizations and Community Clubs from both Gifford and Stanton Towers.)

Stanton Residents:

Linda Murphy	#401 2600 No. Clarkson, Fremont, NE 68025
Anita Nelson	#1105
Dawn Kennebeck	#512
Marilyn Prusia	#502
James Odvody	#702
Peg Hultgren	#511

Gifford Residents:

Mary Juhl	#609 2510 No. Clarkson, Fremont, NE 68025
Betty French	#404
Janice Menking	#910
Charles Williams	#1105
Marge Gehret	#505

FOLLOW UP PLAN ON THE RESULTS OF THE RESIDENT SATISFACTION SURVEY

We scored below 85% on the Communication segment of the Resident Satisfaction Survey.

As a result, we felt it imperative we address this to improve our residents' satisfaction in our developments.

COMMUNICATION:

As Executive Director, on most occasions, I have an open door policy with residents on any issue. There are times when I ask them to please schedule a time to see me, simply due to the heavy workload and timelines that must be maintained . This policy will continue.

We have two Resident organizations that meet once a month to inform the tenants of issues, policy changes, improvements, and various other important issues

that are imperative to them as individual tenants and as a group. The Director attends most monthly RCO meetings of both Towers for a question and answer session and also to keep them abreast of modernization or security improvement activities the housing authority is undertaking. This will continue.

It has been emphasized and stressed to the staff that they must be “customer friendly” by being helpful, courteous, and to listen and report any problems the Tenants may have. They must make the Executive Director aware of any complications that could arise at any time with a tenant and, again, it must be handled in a professional manner. This we will try to improve. We have implemented the use of “Customer Satisfaction” survey cards for anyone to fill out who come in contact with office or maintenance staff.

We distribute flyers announcing scheduled contractor visits to resident units or when contractors are in the buildings performing major renovation or modernization that may affect them in some way. We publish announcements for a variety of activities, both social and housing authority sponsored. Notices are posted for 30 day public comment periods when any policy or regulation adopted by the housing authority is proposed. Public Notice Comment Meetings are conducted with the Resident Council Organizations of both Towers when policy dictates a major change. We also distribute timely and friendly newsletters announcing neighbors moving in or out of the apartment buildings, social activities, public meetings, new policies, routine contractor visits such as extermination, fire sprinkler and fire alarm inspections, water hydrant flushing, and any other information important to their will being. This will continue.

We will continue making sure we offer a more open line of communication with all staff members and the Executive Director. This is vital to any organization and especially to a Housing Authority who deals with a variety of personalities.

We will continually give more updates concerning improvements made to the facilities so that they are aware of any changes.

Our overall goal is to satisfy the clients we serve and make this a happy home in which to live.

ATTACHMENT G

RAB BOARD RECOMMENDATIONS AND FREMONT HOUSING AUTHORITY RESPONSE

MINUTES:

RESIDENT ADVISORY MEETING March 15, 2005 2:00 – 4:00 P.M.

Officers in Attendance:

Mary Juhl	Linda Murphy
Charles Williams	Dawn Kennebeck
Betty French	Anita Nelson
Janet Nelson	Peggy Hultgren
Marge Gehret	

Officers Absent:

Janice Menking
Kim Belken

The Resident Advisory Board was asked to gather for a meeting with Executive Director, Sue Kleider, for the purpose of keeping lines of communication open, preparing for the 2005 Agency Plan, and informing about changes in services and resources to residents.

The Director asked that topics of discussion please be limited to modernization efforts and long term capital planning.

Suggestions made by the members present were as follows:

1. **Extra Plug ins in the handicapped units at the required height.**
2. Replace the dead bush in front of Stanton Tower
3. **Box valances for the community room in Stanton Tower.**
4. **Lobby Furniture and wall decorations for Stanton Tower.**
5. **Handicap apartments – highrise stools.**
6. **The future window project in Stanton Tower – put at least one operating window in the solariums.**
7. Residents would like to have pull out shelving and lazy susan in the kitchen cabinets.
8. **Living room ceiling fan/lights.**
9. **Storage closet in apartments has much wasted space, could a portion of the wall be removed and replaced with a door to utilize the space.**
10. Expanded Cable TV network for community room – Operating Budget – Resident Participation Funding
11. **Expand and modernize kitchen, new appliances, crock pot, can opener, coffee pot, bowls**
12. **Electrical Upgrade of Gifford Tower – add Breaker Boxes and run additional lines to provide adequate electrical services especially to the kitchen area..**

Residents also questioned the policy on Incident reporting, charging for lockouts and increasing the 7 night stay over policy to a longer time. The Director reported that in the new ACOP it was increased to 10 day/night stay over, and that we did try to enforce this policy.

It was mentioned that the housing authority would be combining units by remodeling 3 units into 2 for larger handicapped accessible units and some 1 bedroom units combined into 2 Bedroom for couples or small families.

The vacancy issue was discussed with the officers and a note of concern was expressed that a group in one of the towers was creating very ill will among the other residents which does not create an atmosphere that guests or newcomers are comfortable, thus has led to decrease in elderly applicants.

The committee questioned why Extended Basic cable TV couldn't be installed in each community room. Director responded with a difference of \$30 per month per building would be another \$700 to \$800 per year in a budget year that is questionable as to the subsidy the housing authority will receive. has been cut \$100,000. Director did not think it feasible to do this at this time and have the Housing Authority pay for it. I suggested that if the Resident Advisory group or the Tenant Organizations would take it upon themselves to provide all residents with training opportunities available on the Public Education Channels, or by other means, such as a welcoming committee, gatherings that increase tenant awareness of housing authority regulations and resident participation, etc... that Resident Participation Funds could be used for this purpose and possibly pay for the monthly fees. The group was going to consider sponsoring a couple of training workshops for residents that are available on the educational channels, put out notices, advertise, prepare promo materials and conduct the sessions. Funds availability depends on occupied units, so it is important that we all work together to increase public awareness of the housing authority and help make it a desirable and good place to live. The director suggested using the funds to provide all new residents with educational or repair kit welcome baskets.

The selection process from the Wait List and also the Income Limits were explained to the group. How the PH program has to meet 40% of new admissions from the 30% Income bracket and the Section 8 program 75% of new admissions from the 30% level. Then other income levels could be admitted including and up to the 80% group.

A second meeting was held June 17, 2005, with 5 officers present . We discussed the draft of the 2005 Agency Plan and 5 Year Plans. Some of the same concerns were discussed and the director shared with the group information on what activities were eligible for Resident Participation funds and that a Treasurer for the organization is needed.

Members attending this meeting were: Linda Murphy, Marilyn Prusia, Mary Juhl, Janice Menking, and James Odvody.

The Public Hearing for the Agency Plan has been advertised and is scheduled to take place Wednesday, June 22, 2005, in the community room at Gifford Tower at 9:30 a.m.

Appreciation was expressed for the resident participation and for their good input toward the Agency Plan One and Five year modernization plans.

Sue Kleider
Executive Director

Bold Lettering: Suggestions of the residents have been incorporated into the Agency Plan One and Five Year plan budgets.

Other suggestions will be completed through the Housing Authority Operating Fund budget.

ATTACHMENT H

PHA SUPPORTING DOCUMENTS

(ATTACH ALL NEW POLICIES)

(HARD COPY SENT TO FIELD OFFICE)

Admissions and Continued Occupancy Policy

Public Housing Dwelling Lease, Parts I & II

Section 8 Administrative Plan

UIV/EIV

Handling of Confidential Documents Policy

ADMINISTRATIVE PLAN

FREMONT HOUSING AUTHORITY

Resolution #406 Dated May 26, 2004

Effective July 5, 2004

Revision #409 6-23-04	Cost Containment Measures – Section 8 Funding Cuts
Addendum #428 12 22-04	UIV Procedures (HUD)

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FREMONT HOUSING AUTHORITY ADMINISTRATIVE PLAN

SECTION 8 HOUSING PROGRAM

INTRODUCTION

STATEMENT OF PROGRAM AND STRATEGY

The Fremont Housing Authority's objective in the administration of the Section 8 Program is to provide rent subsidies so eligible families can afford rent for affordable, safe, decent, sanitary housing within the jurisdiction of Dodge County or of a Housing Authority (HA) anywhere in the United States that is administering a Tenant-Based Section 8 Program. The Section 8 Program enables low income persons to select the unit of their choice in the area they want to live. All efforts will be made to ensure that participants take advantage of the freedom of housing choice and expansion of housing opportunities made possible by the Section 8 Program.

The Fremont Housing Authority encourages owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration.

The Section 8 Program encourages a wide dispersion of recipients to avoid concentration and identification of financially disadvantaged persons. Although, it is a consensus that Fremont does not have poverty areas presently, it will be the goal of the Fremont Housing Authority to achieve deconcentration of poverty areas now and in the future should this become a fact and a problem.

The Authority will not, in the administration of this program, discriminate in any way because of race, color, sex, creed, national origin, familial status or handicap and will make every effort to prevent such discrimination in housing by property owners or tenants. Information on local and Fair Housing Laws are posted in the Authority's office and a copy of HUD Form 903 (Housing Discrimination Complaint) is provided to each participant in their Section 8 briefing packet.

The Fremont Housing Authority will assist in the effort to find satisfactory housing for persons with disabilities. The listing of landlords with units to rent denotes available units that accommodate persons with disabilities.

Any person expressing barriers in the application process, recertifications process or seeking satisfactory housing, will be scheduled for a home visit. During the home visit, a determination will be made if referral to another agency for assistance should be initiated or, if the referral plan is rejected by the applicant or participant, a staff person will be assigned to assist.

This Administration Plan addresses all local discretionary program functions in the Section 8 Housing Assistance Payments Program. All other operational procedures will be developed and implemented according to Federal regulations found at 24 CFR 982. In the event HUD regulations change the Section 8 programs governed by this document, those HUD changes will take precedence over provisions of this plan.

I. DEFINITION OF FAMILY

Two or more persons who have a family type relationship or a single person. A family type relationship includes but is not limited to: 1 male and 1 female, 2 females, or 2 males, with or without children, who provide child care for each other, or who are working toward a goal and would benefit from moral and supportive assistance from each other to obtain self-sufficiency. Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage or operation of law, or who evidenced a stable family relationship over a period of time (not less than one year).

Evidence of "stable family relationship" may include any of the following birth certificates of the children, joint tax return, prior lease (held jointly), joint bank accounts, insurance policies, or equivalent documentation as determined by the FHA.

Adjustments as a consequence of changes in adult family composition will be considered by the Housing Authority.

1. **"Non-Elderly Families"** means two or more persons consisting of at least one adult and one child.
2. **"Elderly Families"** means families whose head, or whose sole members, are persons who are at least 62 years of age or are under a disability as defined in Section 233 of the Social Security and Facilities Construction Amendment of 1970, or are handicapped. The family may also include an individual who is determined under HUD regulations to be a person essential to the care or well being of a handicapped or disabled family (live-in-aide).
3. **"Displaced Families"** means families who have been displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster, declared or otherwise, formally recognized pursuant of Federal disaster relief laws.
4. **"Very Low Income Families"** means families whose incomes do not exceed 50% of the median income for the areas, as determined by the Secretary with adjustments for smaller and larger families.
5. **"Handicapped Person"** is one who has a physical impairment which:
 - a. Is expected to be of long, continued and indefinite duration, and
 - b. Substantially impedes his ability to live independently, and
 - c. Is of such a nature that the person's ability to live dependently could be improved by more suitable housing conditions.
6. **"Disabled Person"** is one that has an 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 which can be expected to last for a continuous period of not less than twelve (12) months. No individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.
7. **"Remaining Member of Tenant Family"** means an individual remaining in a unit when other member(s) of an assisted family have moved.
8. **"Single Person"** means a person who lives alone or intends to live alone.

9. **“Live in Aide”** means a person who resides with an elderly, disabled or handicapped person and who is essential to the care and well being of that person but is not obligated for support of the person and would not be living in the unit except to provide necessary supportive services.
10. **“Homeless Individual”** means a person who is income eligible, lacks a fixed, regular nighttime residence or has a primary nighttime residence that is temporary shelter (either private or public) or whose nighttime residence is not designed or ordinarily used as a regular sleeping accommodations for human beings. The term HOMELESS INDIVIDUAL does not include any individual imprisoned or otherwise detained under an Act of Congress or a State Law.
11. **“Foster Care Child”** means a child who is temporarily away from the home because of placement in foster care and is considered a member of the family.

II. DEFINITION OF INCOME

Annual Income is the annual income of an eligible family means the total income from all sources of: (1) the family head or spouse (even if temporarily absent) or to any other family member; or (2) are anticipated to be received from a source outside the family during the 12 month period following admission or annual reexamination effective date; and (3) each additional member of the family household who is not a minor, including all net income derived from assets anticipated to be received during the twelve (12) month period following the effective date of certification of income.

Income shall include, but not be limited to:

1. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession or from rental of real or personal property;
3. Interest and dividends -- where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
5. Payment in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in item #3 under “non-recurring income” section page 7).
6. Public Assistance – if the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the Public Assistance Agency in accordance with the actual cost of shelter and utilities, the amount of Public Assistance income to be included as income shall consist of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities plus
 - b. The maximum amount which the Public Assistance Agency could allow for the family for shelter and utilities.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 8. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the family or spouse, except as noted in paragraph (5) under non-recurring income.
- 9. Lump sum payments caused by delays in processing periodic payments (unemployment or welfare assistance benefits) are counted as income. Lump sum payments caused by delays in processing periodic payments for Social Security or SSI are not counted as income.
- 10. 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.
- 11. The Federal Register Final Ruling on 3rd Party Verifications obtained by the Housing Authorities, dated September 10, 1998 are as follows:
 - a. Housing Authorities must obtain third party verifications of projected annual gross income, the value of all assets; income from assets totaling more than \$5,000.00, projected annual expenses related to deductions from annual income and other factors that affect the determination of adjusted income and consequently the amount of assistance.
 - b. Verification of income will be obtained by third party:
 - (1) through State Wage and Income Certification (SWICA or TASS)
 - (2) direct third party contact written verification (fax, email, mail acceptable)
 - (3) clarification record through direct third party personal contact
 - (4) payroll check stubs (consecutive order for 3 months) or 6 months consecutive bank statements, most recent IRS tax filing.

III. ANNUAL INCOME AFTER ALLOWANCES

The net income on which the total tenant payment shall be computed, equal to the Annual Income less:

- 1. \$480 for each dependent;
- 2. Child care paid out-of-pocket by the family for care of minors under 13 years of age, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education and the amount as child care shall not exceed the amount of income from such employment;
- 3. Handicap assistance paid by the family to allow a family member to work, and if the expense exceeds 3% of gross income and does not exceed the earned income of the family member enabled to work;
- 4. \$400 for each elderly or disabled family;

5. Medical expenses anticipated during the 12-month period for which the annual income is computed, which are not covered by insurance and which exceed 3% of the annual income (for elderly/disabled families only).

IV. NON-RECURRING INCOME

The following items shall **not** be considered as income:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults who are unable to live alone;
3. Lump-sum additions to family assets, such as inheritances, Social Security payments, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (refer to paragraph #5 under "definition of income" section on page 5);
4. Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in-aide, as defined in Section 813.102;
6. Amounts of educational scholarships and/or student financial assistance paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD:
 - a. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - b. Amounts received under a resident service stipend. A resident service stipend is a modest amount not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 - c. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

9. Temporary non-recurring or sporadic income (sporadic income means income occurring at irregular intervals (including gifts); or
10. 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 as assistance under the United States Housing Act of 1937. A notice will be published in the Federal Register and distributed to FHA's and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
11. 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;
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
13. Adoption assistance payment in excess of \$480 per adopted child.

V. OTHER DEFINITIONS

1. **Fair Market Rent** – The rent, including utilities (except telephone, cable), as established by HUD for units of varying sizes (by number of bedrooms), all maintenance management, and other services which would be required to be in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest nature with suitable amenities. Separate Fair Market Rents will be established by HUD for dwelling units of varying sizes (number of bedrooms) and will be published in the Federal Register (in accordance with part 888 of this title).
2. **Gross Rent** – The Contract Rent plus any Allowances for utilities.
3. **Contract Rents** – The rent payable to the owner under his contract including portion of the rent payable by the family.
4. **Utility Allowance (Allowances)** – An amount determined by FHA as an allowance for the cost of utilities (except telephone, cable) and charges for other services payable directly by the family. Where the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the Gross Rent in determining the Contract Rent and is included in the total tenant payment.
5. **Utility Reimbursement** – The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.
6. **Total Tenant Payment** – The portion of the Gross Rent payable by the eligible family.
7. **Tenant Rent** – The amount paid directly to the owner by the family. This amount is equal to the Total Tenant Payment minus any applicable allowance for utilities and other services.
8. **Annual Income** – means all amounts, monetary or not, which:
 - a. go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member; or

- b. are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - c. amounts derived (during the 12-month period) from assets to which any member of the family has access. (Note: also refer to Section II. "Definition of Income")
9. **Monthly Income** – One twelfth (1/12) of Annual Income.
 10. **Monthly Adjusted Income** – One twelfth (1/12) of Adjusted Income
 11. **Monthly Income After Allowances** – One twelfth (1/12) of the Monthly Adjusted Income.
 12. **Housing Voucher Payment Standard** – Affordability adjustments are made periodically. The Public Affordability Adjustments in accordance with Federal Regulations.
 13. **Very Low Income** – Gross income is less than 50% of the area median income as determined by HUD.
 - 13a. **Very Very Low Income** – Gross income that is less than 30% of the area median income as determined by HUD.
 14. **Lower Income** – Gross income is less than 80% of the area median income as determined by HUD.
 15. **Single Room Occupancy** – A unit for occupancy by a single eligible individual capable of independent living. A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.
 16. **Drug-Related Criminal Activity** – The felonious manufacture, sale, or distribution or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 USC 802).
 17. **Drug Trafficking** – The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act of 21 USC 802. It also includes the felonious use or possession (other than with intent to manufacture, sell or distribute) of a controlled substance, except that such use or possession must have occurred within one year prior to the date of the PHA's determination to deny admission or terminate assistance.
 18. **Violent Criminal Activity** – Includes any felonious 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.
 - 18a. **Criminal Activity** – any arrest, charge, or conviction for an act against any Federal, State, County, City or other government statute, which also includes abuse of alcohol or alcohol related arrests, charges or convictions.
 19. **Family Unit Size** – The appropriate number of bedrooms for a family, as determined by the HA under the HA's subsidy standards.
 20. **Dependent** – A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.
 21. **Disability Assistance Expenses** – Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a

disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

22. **Full-Time Student** – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering college degree.
23. **Medical Expenses** – Medical expenses, including medical insurance premiums, that are projected ahead for the 12-month period for which annual income is computed, and that are not covered by insurance.

VI. ELIGIBILITY FOR ASSISTANCE

1. **When Applicant is Eligible** – The FHA may only admit an eligible family to the program. To be eligible, the applicant must be a “family”, must be income-eligible, and must be a citizen or a non-citizen who has eligible immigration status as determined in accordance with 24 CRF part 5.

2. **Income Eligible & Targeting:**

- a. **Income Eligible** – To be income-eligible, the applicant must be a family in any of the following categories:
 - (1) A “very low income” family,
 - (2) A low-income family that is “continuously assisted” under the 1937 Housing Act;
 - (3) A low-income family that meets additional eligibility criteria specified in the FHA Administrative Plan.
 - (4) A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multi-family units) project.
 - (5) A low-income or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in 248.173 of this title.
- b. **Income Targeting** – Not less than 75 percent of the families admitted to a FHA’s tenant-based voucher program during the FHA’s fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD:
 - (1) 30 percent of the area median income, with adjustments for smaller and larger families, or
 - (2) A higher or lower percent of the area median income, if HUD determines that a higher or lower percent is necessary because of unusually high or low family incomes.
 - (3). Conversion of assistance for a participant in the FHA certificate program to assistance in the FHA voucher program does not count as an “admission” and is not subject to targeting under paragraph 2b of this section.

(4) Admission of families as described in paragraphs 2a(2) or 2b(4) of this section is not subject to targeting under paragraph 2b of this section.

(5) If two or more PHAs that administer Section 8 tenant-based assistance have an identical jurisdiction, such PHAs shall be treated as a single PHA for purposes of targeting under paragraph 2b of this section. In such a case, the PHAs shall cooperate to assure that aggregate admissions by such PHAs comply with the targeting requirement. If such PHAs do not have a single fiscal year, HUD will determine which PHA's fiscal year is used for this purpose.

- c. The annual income (gross income) of an applicant family is used both for determination of income-eligibility under paragraph 2a of this section, and for targeting under paragraph 2b of this section.
- d. The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the PHA jurisdictions. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

3. Family Composition:

- a. A "family" may be a single person or a group of persons.
- b. A "family" includes a family with a child or children.
- c. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The PHA determines if any other group of persons qualifies as a "family".
- d. A single person family may be:
 - (1) An elderly person
 - (2) A displaced person
 - (3) A disabled person
 - (4) Any other single person
- e. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

4. Continuously Assisted

- a. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Certificate or Voucher program.
- b. The PHA must establish policies concerning whether and to what extent a brief interruption between assistance under one of these programs and admission to the certificate or voucher program will be considered to break continuity of assistance under the 1937 Housing Act.

5. **When PHA Verifies Eligibility** – The PHA must receive information verifying that an applicant is eligible within the period of 10 days before the PHA issues a voucher to the applicant.

6. Decision to Deny Assistance

- a. Notice to Applicant – The PHA must give an applicant prompt written notice of a decision denying admission to the program (including a decision that the applicant is not eligible, or denying assistance for other reasons). The notice must give a brief statement of the reasons for the decision. The notice must also state that the applicant may request an informal review of the decision, and state how to arrange for the informal review.
- b. For description of the grounds for denying assistance because of action or inaction by the applicant: 982.552(b & c) and 982.553(a).

VII. WAITING LIST PROCEDURES

A waiting list will be maintained for all eligible persons wishing to participate in the Voucher Program. Applicants are advised of the various housing programs available to them. All applicants will be processed based on date and time of application after consideration of preference and income targeting (refer to VI. Section 2).

- A. **Wait List Procedures:** A family will be processed through the waiting list using the following procedures:
 1. In order to be placed on the waiting list an interested family must complete an initial eligibility application, including the following items:
 - a. Applicant name;
 - b. Family unit size (number of bedrooms for which family qualifies under HA occupancy standards);
 - c. Date and time of applicant
 - d. Qualification for any local preference; and
 - e. Racial or ethnic designation of the head of household.
 2. All applications will be reviewed to determine if they appear to meet income requirements of the Federal regulations.
 3. All applicants will be advised that placement on the waiting list is no assurance of eligibility. At the time the application is processed, eligibility will be verified.
 4. Incomplete applications awaiting Social Security cards will be held for 30 days in a pending file. Applications requiring Section 214 documentation (non-citizens) will be held for 30 days in a pending file until the appropriate information is supplied by the applicant. All applications lacking required information by the time periods outlined, will be cancelled.
 5. Applicants determined ineligible will be notified in writing and advised of the reasons for the determination and the right to request an information review within 10 calendar days of the notification.
 6. Applicants providing false information to qualify for housing assistance or for a local preference will be cancelled and may not access the waiting list for 12 months.

- B. **Purging the Waiting List** – The waiting list will be purged every 12 months eliminate any inactive applications and to reduce unnecessary administrative burden. Reinstatement of cancelled files will be at the discretion of the Executive Director. Requests to cancel an application are required either in writing or phone calls. A letter of confirmation from the FHA will be sent to the applicant.
- C. **Opening of the Waiting List** – When the FHA opens a waiting list, the FHA must give public notice that families may apply for tenant-based assistance. The public notice must state where and when to apply. The FHA must give the public notice by publication in a local newspaper of general circulation, and also by minority media and other suitable means. The notice must comply with HUD Fair Housing requirements.
- D. **Closing of the Waiting List** – will be announced by public notice in a newspaper and public notice would be made when application intake is required.
- E. **Changes in Family Preference Status** – must be reported by the family. The date of application determines the preference eligibility date.
- F. **Non-Preference Status** – If at the time the formal application is processed it is determined that the family does not qualify for a preference, the family will be placed on the waiting list in a non-preference status according to the original application.
- G. **Failure to Respond** – Applicants who are contacted regarding Section 8 funding, who fail to respond, will be cancelled and removed from the waiting list. Reinstatement due to extenuating circumstances will be at the discretion of the Executive Director.
- H. **Disabled Applicant’s Response** – FHA’s decision to withdraw from the waiting list the name of an applicant family that includes a person with disabilities is subject to reasonable accommodation in accordance with 24 CFR part 8. If the applicant did not respond to the FHA request for information or updates because of the family member’s disability, the FHA must reinstate the applicant in the family’s former position on the waiting list.
- I. **Language Barrier** – When it is apparent to the staff doing the application process, a language barrier exists, or an advocate or interpreter could benefit the client, the staff will obtain a signed Release from authorizing the FHA to seek appropriate services and reschedule the interview. The delay will not affect the date of placement on the waiting list.
- J. **Applicants must be a “Family”** – as defined in 24 CFR 812 and 24 CFR 982.201 of Federal Regulations, as amended, or the following HA policies:
 - 1. Unrelated individuals (except for live-in aid) must verify that they have been living together for a period of 3 to 6 months prior to making application;
 - 2. “Heads of Households” must have reached “majority” age (19), are married or have become “emancipated” (self-supporting). At least one family member must have legal capacity to enter into a lease under State or Local Law.
- K. **Citizenship:**
 - 1. Eligible Citizen:
 - a. Eligible Non-citizen (has alien registration number verified by INS).

- b. Ineligible Non-Citizen is one who is unable to verify registration at INS or the documentation has not yet been provided.
 - c. Pending verification (alien registration pending with INS).
2. A “Mixed Family” may be qualified for assistance if it meets the following conditions:
- a. The family was receiving assistance under a Section 214 covered program on 6-19-95. This was the date the “Noncitizen “ rule became effective.
 - b. The head of the household or spouse has eligible immigration Status.
 - c. The family does not include any persons (non-related) without eligible immigration status other than the head of the household, spouse, and parents or children of head or spouse.
3. Eligible Persons/Undocumented Persons

Undocumented persons must be reported to the Naturalization service any alien who the Entity “knows” is not lawfully present in the United States. A naturalized adult or citizen must be the head of the household in order to be eligible. If there is an undocumented person in the household, the rent must be prorated by the number of eligible persons in that household.

L. Eligible Pregnant Woman

To be qualified as a participant a single pregnant women must have an income at or below the income limit for one person.

M. Mailed Applications

Mailed applications should be stamped the date the Fremont Housing Authority office received the applications.

VIII. LOCAL PREFERENCE FOR SELECTION

Each applicant’s total amount of preference points will be computed and documented on the application. The applicant with the greatest amount of points will take priority on the top of the waiting list. If more than one applicant qualified with the same preference points, the applicant will be ranked according to the date and time the applicant was completed.

- A. Families who qualify for a local preference are described below. A preference will be given after verification is received. The effective date is the original date of application.
- 1. The family must live in the local jurisdiction for a period of 12 months (1 year)
 - 2. The family must have current employment for a period of no less than 18 consecutive months or part-time employment for a period of no less than 3 years.
- INVOLUNTARY DISPLACED:

3. A family living in the jurisdiction is involuntarily displaced by fire, flood, storm or Government Action (code enforcement, condemnation, etc.) and victims of Hate Crimes.
- DOMESTIC VIOLENCE:**
4. An applicant is displaced by domestic violence – actual or threatened physical violence against one or more members of the applicant family by a spouse or other member of the household. Such applicant must have been forced to move because of domestic violence. Such violence must be recent or continuing. Such domestic abuse must be verified by official document, proof of housing at a local licensed shelter and/or under the care of a licensed counselor or caseworker for domestic violence victims.
- B. A family qualifying for one preference is given the same preference for participation as families qualifying for more than one preference.
 - C. A family must provide verification that they are eligible for a preference at the time they complete an application for the waiting list. A family may also qualify for a preference at any time while on the waiting list with proper verification.

A family must also provide verification at the time of admission to the program that they qualify for a preference.
 - D. The acceptable forms of verification for all preference are governed agencies, law enforcement agency, public or private licensed shelter, licensed counselor, therapist or caseworker, clergy or social service agency as caseworker. The verification is valid for 90 days after receipt by FHA. If the applicant is not housed within 90 days, the preference must be reverified at the time the family is offered assistance.
 - E. All applications will be processed after consideration of the preference. Date and time of application will be the factor determining order of admission. Preference applicants must qualify for a preference at the time the family is offered assistance.
 - F. Participants receiving rental Housing Assistance from State or local resources will retain their preferences at the time of application prior to use of State and local housing assistance resources.
 - G. Applicants terminated or evicted from one of our programs will not be eligible for a domestic violence preference.
 - H. Applicants displaced by domestic violence must certify that the person who engaged in such violence will not reside with the applicant family. If the family member is admitted, FHA may deny or terminate assistance to the family for breach of this certification.

IX. SUBSIDY STANDARDS

The following standards will be used to determine the size of voucher issued to an applicant. These standards are developed in accordance with Federal Regulations which state that there must be at least one bedroom or living/sleeping room of appropriate size for each two persons in the family. Families will be issued a voucher based on the smallest size appropriate to their needs with the following limitations:

A. Voucher Size:

Bedroom Size	Minimum Persons	Maximum Persons
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedroom	2	4

3 Bedroom	3	6
4 Bedroom	6	8
5 Bedroom	8	10
6 Bedroom	10	12

Fremont Housing Authority will assign dwelling sizes so as to not require the use of the living room for sleeping purposes and so that no more than two persons are required to sleep in a bedroom. Two adults will share a bedroom unless related by blood.

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

Bedroom size will be determined using the following guidelines:

1. Children of the same sex will share the same bedroom regardless of age.
2. Children of the opposite sex, 6 years of age or under will share the same bedroom.
3. A student who lives out of town but returns home for at least three months per year will be counted toward the eligible bedroom size issued.
4. A single person or a couple with no children will not be required to provide a pregnancy statement signed by a physician to qualify for a 2 bedroom, but will be issued the correct size voucher or required to move to the correct size unit if the pregnancy terminates or the child is not in the household at the next annual or interim recertification.
5. Adults and children will not be required to share a bedroom.
6. Foster children will be counted as a person for occupancy and waiting list purposes.
7. Foster adults and foster children will not be required to share a bedroom with family members.
8. Live in aides will be issued a separate bedroom
9. A family member who does not have full custody of a child will not be allowed an extra bedroom for the child. Situations will be considered on a case by case basis with official third party documentation.
10. Exceptions from these standards may be allowed as follows
 - a. A two bedroom voucher may be issued to a couple, who, due to medical reason or medical apparatus must have separate bedrooms. The need must be third party verified by the housing authority.
 - b. The appropriate bedroom size will be allowed for an elderly or disabled family who requires a person essential to his/her care to live with the family. The need must be third-party verified. The caregiver (live in aide) may be related by blood, marriage or operation of law. A care giver's family may reside in the unit providing it does not increase the subsidy by the cost of an additional bedroom and the family is not overcrowded. A live in care-giver (aide) will be required to sign an agreement. FHA will also require a doctor's statement, Service Provider and /or other Professional Certification to indicate the need, number of hours needed and if overnight stay is required.

- c. The Care-giver (live-in aide) will not sign the lease and will not be considered a remaining member of a tenant family if and when the family vacates the unit. The care-giver will be required to vacate the unit at that time.

B. Voucher Tenancy: How to calculate housing assistance payment.

1. Use of payment standard. A payment standard is used to calculate the monthly housing assistance payment for a family. The “payment standard” is the maximum monthly subsidy payment.
2. Amount of monthly housing assistance payment. The PHA shall pay a monthly housing assistance payment on behalf of the family that is equal to the lower of:
 - a. The payment standard minus the total tenant payment; or
 - b. The gross rent minus the total tenant payment.
3. Payment Standard for family:
 - a. The payment standard is the lower of:
 - (1) The payment standard amount for the family unit size; or
 - (2) The payment standard amount for the size of the dwelling unit rented by the family.
 - b. If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount for the exception area.
 - c. During the HAP contract term, the payment standard for a family is the higher of:
 - (1) The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraphs 3a and 3b of this section, minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - (2) The payment standard, as determined in accordance with paragraphs 3a and 3b of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
 - d. At the next regular reexamination following a change in family size or composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - (1) Paragraph 3c(1) of this section does not apply; and
 - (2) The new family unit size must be used to determine the payment standard.
4. Participating families needing a larger voucher size in order to be in compliance with the occupancy standards must be given the appropriate size voucher as soon as possible (at any time during the lease term) to locate a larger unit. The HAP contract would terminate at the end of the calendar month that follows the calendar month in which the Housing Authority gives notice to the owner.
5. Participants with a voucher that experience a decrease in family size and the rent exceeds the fair market rent, must be issued a new voucher of the appropriate size as soon as possible (at any time during the lease term) and the HAP contract will terminate at the end of the calendar month that follows the calendar month in which the Housing Authority gives notice to the owner.

Should the owner choose to lower the rent within the fair market rent level, the participant may continue to reside in the unit.

6. Participants who have vacated their unit related to physical or emotional abuse, and have responsibility for minor children, ill, elderly or disabled family members, will retain the voucher to relocate. The remaining family member occupying the unit, will be required to reapply for assistance as a single person. The assistance will terminate at the end of the calendar month that follows the calendar month in which the Housing Authority gives notice to the owner. Verification of the abuse will be verified by a shelter, clergy, or policy department. If the adults split the custody of the minor children, in most cases, both will be issued a voucher.
7. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.

X. DRUG RELATED ACTIVITY, CRIMINAL ACTIVITY, ALCOHOL ABUSE

An applicant or participant will be denied housing assistance and a preference if any member of the family is a person:

- whose history shows a pattern of abuse of alcohol or an illegal controlled substance
- whose conduct, based on abuse of alcohol or illegal controlled substance, interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, or
- who has engaged in any criminal activity, violent criminal activity or drug related criminal activity or
- who has a history of repetitive conflicts with the law over the course of time
- who has a history of use of a weapon involved in any criminal activity

Fremont Housing Authority will practice zero tolerance where there is a pattern of criminal history, illegal use or abuse, sale, manufacture or possession of an illegal or controlled substance, methamphetamines, domestic violence, violent criminal activity, abuse of alcohol or a registered sex offender.

Fremont Housing Authority will deny anyone admission to the program with such criminal history occurring in the past seven (7) years from the date of determination to process admission to the Section 8 program.

Applicants and participants will be denied access to the waiting list for three (3) years after completion of their sentence or date of disposition for criminal activity and abuse of alcohol; seven (7) years for drug activity and violent criminal activity; and lifetime restrictions for sexual offender and methamphetamines.

The HA will consider waiving this policy if the person(s) demonstrates to the HA satisfaction that the person is no longer engaging in the illegal manufacture, sale or use of a controlled substance or use or abuse of alcohol, and:

1. that they have an addiction to a controlled substance, have a record of such an impairment, or is regarded as having such an impairment; and
2. is recovering, or has recovered from such addiction and does not currently use or possess controlled substances. FHA will require written evidence of successful client completion of or participation in a licensed treatment program as a condition to being allowed to reside in the unit.

LIFETIME RESTRICTIONS:

An applicant or participant will be denied housing assistance for a lifetime if any member of the family is a person:

- who is a registered sex offender in any state where that is a requirement
- who has a history of any involvement with methamphetamines

- A. **Confidentiality of Criminal Record** – The HA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated.
- B. **Disclosure of Criminal Records to Family** -- If an applicant is denied housing based on a criminal history, he or she is entitled to an Informal Review with the Executive Director or his/her designee at which time the criminal history may be discussed with the applicant. If a participant is denied housing based on criminal history, he or she is entitled to an Informal Hearing, at which time they may present their case before a Hearing Officer or Panel.

The Housing Authority will further inform the applicant/ participant that they may obtain a copy of the record from the Police department or the Nebraska State Patrol at their cost. For criminal activity, (excluding registered sex offender, methamphetamine involvement, or other drug related criminal activity, the applicant will be provided an opportunity to dispute the record at an informal review. The participant will be provided an opportunity to dispute the record at an informal hearing.

- C. **Evidence of Criminal Activity** – In determining whether to deny or terminate assistance based on criminal activity or criminal history, the housing authority may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested, charged or convicted.

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 evidence includes documentation of drug raids or arrest warrants.

D. **Criminal Activity, Drug Related Criminal Activity and Violent Criminal Activity**

Criminal Activity is any activity that is contrary to or violates established law that results in an arrest, charge or conviction.

Drug-related criminal 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.

Violent Criminal Activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by a family member or a guest of the family. Violent criminal activity may also include any activity involving use of a hand gun, knife, or any other weapon used with the intent to threaten or inflict harm.

E. Ineligibility if Evicted for Criminal Activity, Drug-Related Criminal Activity, and Violent Criminal Activity

Persons evicted from Public Housing, Section 23 or any Section 8 Program because of drug-related criminal activity are ineligible for admission to any housing program for a three (3) year period beginning on the date of such eviction.

The Housing Authority will waive the requirement if:

1. The person demonstrates successful completion of a rehabilitation program approved by the HA; or
2. 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.

Applicants will be denied assistance if they have been arrested, charged or convicted of violent criminal activity, or drug related criminal activity within the past seven (7) years of the certification interview.

Participants of the program will be removed from assistance if they have been arrested, charged or convicted of violent criminal activity or drug related criminal activity. Participants arrested, charged or convicted of any activity with methamphetamines will be removed from assistance for a lifetime. Participants found to be on the Sex Offender Registry will be removed from assistance for lifetime.

Participants may be terminated who have been arrested, charged or convicted due to criminal activity, drug related criminal activity or violent criminal activity within the last year prior to the date of the notice to terminate assistance, and who activities have created a disturbance in the building or neighborhood.

If the family violates the lease for criminal activity, drug related criminal activity or violent criminal activity; the housing authority will terminate assistance.

XI. VOUCHER ISSUANCE

A. Issuance

1. As the applicant name reaches the top of the waiting list, families will be contacted by mailed letter and/or phone call as the need to utilize vouchers necessitates. The normal rotation of the waiting list is date and time of application, after consideration of the preferences identified in this plan.
2. Briefing Sessions will be conducted for the purpose of explaining the operation of the voucher program to the applicants in accordance with 24 CFR982.301. A briefing session may be conducted by individual interview or in group session. The families will be given a voucher packet containing all the required information and documents, including a list of available private owner units. A voucher will not be issued until each family member 18 and older has attended a briefing session, provided the required information, and signed the required documents.
3. Notification of applicants. If applicants wish to participate in the program, they will be required to attend the briefing session when their name comes to the top of the waiting list.

They will be required to provide current information on family composition, income, assets, and any preference verified to determine if they meet HUD's eligibility criteria. Applicants who exceed the income limit for eligibility will be denied admission and their application cancelled. Applicants not eligible for the local preference when their name reaches the top of the waiting list will be denied admission and their application cancelled. Applicants will be notified that if they fail to respond to the instructions in their letter and meet their scheduled appointment to determine their eligibility, their name will be removed from the waiting list.

4. Applicants who fail to provide necessary information to determine eligibility within ten (10) calendar days from the date of their appointment will be removed from the waiting list.
5. Applicants who have been determined eligible will be notified by mail, or a phone call. If they wish to participate in the voucher program, they will be required to attend a scheduled appointment for the purpose of obtaining current information of family composition, household income, assets, and local preferences, before issuance of the voucher.
6. A voucher will be issued to eligible applicants for a 60 day search period. The search efforts must be recorded by date, time and place and submitted to the Section 8 coordinator if the applicant fails to find a unit in the 60 day time period. Voucher extensions may then be given in 30 day increments for hard to house or extenuating circumstances beyond the control of the applicant.
7. Participants in the voucher program will be required to pay up to one month's contract rent to the landlord for security deposit.

B. Extensions

Vouchers will only be extended beyond the 60-day search period under the following circumstances prior to the expiration date:

1. If the family can verify extenuating circumstances, the family is a hard-to-house family and they can clearly demonstrate they have made every effort to secure a suitable unit.
2. The family has not refused a suitable unit without good cause.
3. There is a possibility that an extension will result in an approved lease and the execution of a Housing Assistance Payments Contract.
4. When a voucher has expired and the extension is denied, the family will be put in an inactive file and they will be required to reapply for assistance.
5. All vouchers will be extended and reissued at 30-day intervals as well as for portable which will be reissued at 30-day intervals to a maximum of 120 days in both instances. The days will be counted from the first day the voucher was issued.

XII. DENIAL OR TERMINATION OF RENTAL ASSISTANCE

- A. An **Applicant** for Section 8 Housing Assistance will be denied a voucher unit under the following circumstances:
 1. If the applicant owes money to a previous landlord and/or present landlord or any other PHA in connection with any HUD rent subsidy program. The applicant will be denied assistance

until all amounts are paid in full or until a repayment agreement has been entered into. If a Repayment Agreement has been signed, then a receipt must be provided the PHA before the 15th of each month until the account is paid in full. Failure to do so will be grounds for termination or Court action.

2. If the applicant executed a repayment agreement for amounts owed under the above mentioned housing assistance programs and breached the contract.
3. If the applicant is guilty of fraud in connection with any Federal housing assistance program. The applicant will be denied rent assistance for three (3) years from the date of termination.
4. If the Housing Authority determines there is reasonable cause to believe, that the applicant's pattern of abuse of alcohol or illegal substance abuse may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors, or if the applicant or any members of the family have engaged in criminal activity, drug-related criminal activity or violent criminal activity.
5. Applicants involved in criminal activity, drug related criminal activity, violent criminal activity or abuse of alcohol will be denied access to the waiting list for three (3) years from the completion of sentence or date of disposition. The HA may consider waiver, if the family can demonstrate the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed or is participating in a supervised, licensed, drug or alcohol rehabilitation program.
6. Persons evicted from Public Housing or any Section 8 program or any subsidized program because of drug-related criminal activity are ineligible for admission to Section 8 programs or public housing programs for a seven (7) year period beginning on the date of such eviction unless (1) the person demonstrates successful completion of a rehabilitation program approved by the housing authority; or (2) the circumstances leading to the eviction no longer exist.
7. If any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
8. If any person is convicted of manufacturing or producing methamphetamines.

FHA will request the family member to submit written evidence of participation in, or successful recent completion of a treatment program or rehab program as a condition to being allowed to reside in the unit. Criminal history checks with law enforcement agencies may be used to determine involvement in drug activity, criminal activity, and alcohol abuse. (Refer to Section X of this plan).

- B. A **Participant** receiving Section 8 voucher rental assistance may be denied a new voucher if the family wishes to move with assistance.
1. If the participant owes money to FHA or any other PHA in connection with any HUD rent subsidy program. The participant will be denied a new voucher unless the participant has signed a repayment agreement for amounts owed to FHA or any other HA and provides documentation that payments are kept current and a receipt provided by the 15th of each month. Participants will be encouraged to pay amounts owed within a reasonable time period (usually one year).
 2. Or the participant breached an agreement to pay back amounts owed to FHA for payments made in behalf of the family to an owner in the voucher program.

3. If the participant failed to meet any family obligations under the program.
4. If the participant has committed fraud in connection with any Federal housing assistance programs.
5. If the participant's present owner refused to sign a mutual release form and the participant refuses to sign repayment agreement.
6. If a participant has been evicted through the legal process. They may reapply three (3) months after date of termination or on anniversary date, whichever is longest.
7. If the participant fails to pay for any utilities that the owner is not required to pay for or maintain any appliances the owner is not required to provide. Participants will be given a 24-hour notice to restore utilities and appliances.

Participants may also be issued a 48 to 72-hours notice for non-compliance with HQS, at the inspector's discretion. In any case, participants may reapply three (3) months after the date of termination or on anniversary date, whichever is longest.

If any member of the household or guest damages the dwelling unit or premises (beyond ordinary wear and tear). Participants will be given a 30-day notice to repair defects. Extensions granted upon written request. They may reapply three (3) months after the date of termination or on the anniversary date, whichever is longest.

If the participant's unit breaches only Housing Quality Standards caused by the family, participants will be given a 30-day notice to repair defects. Extensions granted upon request. They may reapply three (3) months after the date of termination or on the anniversary date, whichever is longest.

C. Termination. A participant currently receiving Section 8 assistance may have their assistance terminated under the following circumstances:

1. If the participant has committed fraud in connection with any Federal housing assistance program.
2. If the participant has breached their agreement to pay back amounts owed FHGA for payment of damages, under or non-reported income or lease violations.
3. If the participant is absent from the dwelling unit in excess of 30 days, without prior written approval of FHA, the unit will be considered abandoned. The unit will be terminated and the participant required to reapply for the waiting list after three (3) months from the date of termination or expiration of lease, whichever is longest.
4. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
5. If any member of the family, guest or person under the family's control, commits drug-related activity or violent criminal activity. If any family member of the family, guest or person under the family's control abuses alcohol or illegal substance abuse must have occurred within one (1) year before the date FHA provides notice to family of the determination to deny or terminate assistance. FHA will give consideration to a tenant who demonstrates to the FHA that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol; and
 - a. They have successfully completed a supervised drug or alcohol rehabilitation program; or

- b. They are participating in a supervised drug or alcohol rehabilitation program. Written evidence of participation in, or successful recent completion of, a treatment program is required by FHA as a condition to being allowed to reside in the unit.
6. If the participant violated any of the Family obligations in the Voucher Program.

D. Violations of the Family Obligations include:

1. If the participant family does not supply certification, release of information or documentation which FHA determines necessary in the administration of the Program, including information for a regularly scheduled reexamination or an interim reexamination of family income and composition, submission of evidence of citizenship or eligible immigration status. FHA will request the necessary documentation up to two times before the participant is terminated.
2. If the participant family does not disclose and verify social security numbers for all members of the household, and sign and submit consent forms for obtaining information.
3. If the participant family does not supply any information requested by the HA to verify that the family is living in the unit or information related to family absence from the unit.
4. If the participant family does not promptly notify the HA in writing when the family is away from the unit for an extended period of time (longer than seven (7) days).
5. If the participant family does not allow FHA to inspect the dwelling unit at reasonable times or after two notices have been sent requesting the inspection and the participant has not responded within an established time frame.
6. If the participant does not notify FHA or the owner in writing before vacating the dwelling unit, or terminating the lease. The file will be terminated unless an exception is granted.
7. If the participant does not notify FHA or the owner in writing before vacating the dwelling unit, or terminating the lease. The file will be terminated unless an exception is granted.
8. If the participant does not use the dwelling unit solely for residence by the participant (i.e. unauthorized individuals(s) living in the unit) and as the participants principle place of residence or assigns the lease or transfers the unit.
 - a. In the case of unauthorized individual(s) living in the unit, FHA will request the tenant to provide documentation that the alleged authorized person(s) is/are residing in another unit. (Documentation may include rent receipts, rental agreement, etc.).
 - b. FHA may verify with the Postal Department a list of all persons receiving mail at the address in question.
 - c. If FHA suspects that a participant family is not using the unit as the principle place of residence, the landlord may be requested to verify that the participant is residing in the unit.
 - d. If terminated for live-ins, the family may reapply two (2) years from the date of termination or anniversary of lease, whichever is longest.
 - e. A live-in is defined as an individual or individuals living in the unit, other than those listed on the lease or application. This includes any person who is not named on the lease and lives and/or stays with the participant one or more nights per week on repetitive basis totaling 14 days per year.

- f. If a participant is not residing in the assisted unit and provides a reasonable explanation, the situation will be evaluated before the decision to terminate assistance is made.
9. If the participant owns or has any interest in the dwelling unit (other than in a manufactured home assisted under Subpart F of 24CFR Part 882).
10. If the participant is receiving Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.
11. If the participant, including any member of the household, or a guest or other person under the participants control, engages in illegal drug or violent activity, as defined by 882.188 and 887.401.
12. If the participant fails to promptly notify the HA in writing of the birth, adoption, or court-awarded custody of a child or if any family member no longer lives in the unit.
13. If the participant fails to pay utility bills and supply appliances that the owner is not required to supply under the lease. Participants will e allowed three (3) working days to restore shut-off utilities to the unit.
14. If the participant, or any other member of the household, or guest or other person under the participants control, damages the dwelling unit or premises (beyond ordinary wear and tear).
15. If the participant fails to promptly give FHA a copy of any owner eviction notice.
16. If the participant family has committed any serious or repeated violations of the lease.
17. If the participant family, or any other member of the household, commits fraud, bribery or any other corrupt or criminal act in connection with the program.
18. If the participant family subleases, sublets, assigns, or transfers the unit.
19. The participant family must not receive Section 8 tenant-based program housing assistance while residing in unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship would provide reasonable accommodation for a family member who is a person with disabilities.
20. If the participant family or any household member, engages in illegal use of a controlled substance or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

XIII. REPAYMENT AGREEMENT/COLLECTION POLICIES

A. Owner or Family Debts to the HA and/or Landlords.

This section describes the HA's policies for the recovery of monies which 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 HA'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 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 HA and/or Landlords, the HA will make every effort to collect it. The HA will use a variety of collection tools to recover debts including, but not limited to:

1. Requests for lump sum payments
2. Civil Suits
3. Repayment Agreements

B. Repayment Agreement for Families

A Repayment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA or between landlord and tenant. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The maximum length of time the HA will enter into a repayment agreement with a family is six (6) months.

C. Collection Policies

In the interest of sound fiscal management and program integrity, FHA will make every effort to collect amounts owed the Authority as a result of unreported income. The following procedure will be followed to ensure maximum collection of applicant/participant debt.

1. Applicant

Applicants will not be admitted to the voucher program until all debts owed to Housing Authorities and Landlords have been paid or a repayment agreement has been signed and payments are being made as agreed. Their name may be placed on the waiting list as a potentially eligible applicant, but no voucher will be issued until all debts to another PHA and/or Landlord's or FHA are paid in full or payments as agreed to by FHA are being made on regular basis.

Applicants with a preference who reach the top of the waiting list before their repayment agreement becomes effective, will be required to pay FHA or any other HA at least one payment prior to receiving a voucher.

2. Participants

Participants in the voucher program must agree to pay back any amounts owed to any Housing Authority or Landlord and stay current with their payments in order not to jeopardize their continued housing assistance. The following procedure will be followed for program participants who owe money to the HA due to program violations:

- a. A limited payback arrangement will be negotiated, once the amount of housing subsidy underpayment to the landlord or another HA has been established, a payback agreement will be executed based upon the financial circumstances of the family whenever possible. An attempt will be made to ensure the full amount of the repayment agreement is reimbursed to FHA within 12 months of the date the agreement was negotiated. Every attempt will be made to limit the minimum payment to \$25.00. Final decision will be made at the discretion of the Executive Director.

- b. A family who is delinquent one payment will be sent a reminder notice to pay by the end of the month. Failure to respond to the notice will be grounds for one-month sanction and/or termination from the assistance program. All final decisions will be at the discretion of the Executive Director.
- c. A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day. If the family's repayment agreement is in arrears, the HA may have the option to terminate the housing assistance. If the family requests a move to another unit and has a repayment agreement in place for the payment of an owner claim, and the repayment agreement is not in arrears, the family will be permitted to move.

3. Guidelines for Repayment Agreements

Repayment Agreements will be executed between the HA and the head of household and spouse. 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 Director.

4. Debts Owed for Claims

If a family owes money to the HA for claims paid to an owner, the HA will require the family to repay the amount in full.

5. Debts Due to Fraud/Non-Reporting of Information

HUD's definition of program fraud and abuse is a single act or pattern of actions which 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.

6. Family Error/Late Reporting

Families who owe money to the HA, due to the family's failure to report increased in income, will be required to repay by having the unreported income added to the updated application and including the income for 12 months.

7. Program Fraud

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of the Chapter.

If a family owes a large amount as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the HA will refer the case for criminal prosecution.

XIV. PARTICIPANT OR APPLICANT GRIEVANCE PROCEDURES

In each of the cases identified above in the "Denial or Termination of Rental Assistance" and in each of the instances stated below, the applicant or program participant will be notified of their right to a written

explanation, Informal Review, or for Program participants, an Informal Hearing in accordance with this plan.

- A. The following circumstances, in addition to the Denial or Termination of Rental Assistance, are subject to grievance procedures as outlined in this section.
 - 1. The denial by FHA of an applicant requesting placement on the local preference waiting list.
 - 2. An FHA determination of the amount of Total Tenant Payment.*
 - 3. An FHA determination of the number of bedrooms designated on a new voucher for a participating family.*

B. Request for Informal Review/Informal Hearings

For any FHA decisions related to the specific situations described in the Denial or Termination of Rental Assistance Section and the Grievance Procedures section, FHA will notify the applicant or participant in writing of the decision to deny or terminate assistance and of the applicant's right to request an Informal Review or the participant's right to request an Informal Hearing. Requests for an Informal Review or an Informal Hearing must be received by FHA, in writing, within ten (10) days of the date of the letter of denial to the program or termination of program assistance.

C. Informal Review Procedures

- 1. Fremont Housing Authority, through a letter of explanation, will notify the applicant of their right to request an Informal Review with the Executive Director or his/her designee if they are not satisfied with the written explanation. The request for an Informal Review must be made in writing and hand delivered to FHA within ten (10) calendar days from the date of the letter of denial.
- 2. FHA will make all reasonable efforts to schedule the Informal Review within fourteen (14) calendar days from the date of the written request from the applicant or participant. The Executive Director or his/her designee will conduct the Informal Review. The Review will be at the Fremont Housing Authority office located at 2510 North Clarkson, Gifford Tower, Fremont, NE. The applicant or participant may present written or oral arguments relative to the decision under review. The proceedings will be taped for verification of information exchanged and decision conveyed.
- 3. FHA's decision will be final. FHA will make all reasonable efforts to notify the applicant in writing of the results of the Informal Review within fourteen (14) calendar days of the Informal Review meeting.
- 4. Fremont Housing Authority, through a letter of explanation, will notify the participant of their right to request an Informal Hearing if they are not satisfied with the written explanation. The request for an Informal Hearing must be made in writing and hand delivered to FHA within ten (10) calendar days from the date of the letter terminating assistance.

D. Informal Hearing Procedures

- 1. Items subject to an Informal Hearing are matters indicated by the asterisk in the Denial, Termination, and Grievance Section of this plan. The Informal Hearing may be requested in writing by the participant within ten (10) calendar days from the date of the FHA written decision prompting the Informal Hearing.
- 2. In the case of a participating family whose assistance is being terminated, and the family is currently living in a unit with an active Housing Assistance Payments Contract, FHA will

provide an opportunity for an Informal Hearing before the actual termination of the housing assistance payments.

3. FHA will make all reasonable efforts to schedule the Hearing within fourteen (14) calendar days from the date of the participant's written request for a hearing received in the office.
4. The procedures for conducting a Hearing will be mailed to each participant upon receipt of the written request for a hearing.
5. A Hearing Officer or Hearing Panel, selected by the Executive Director, will conduct the Hearing. The Hearing Officer will be someone other than the person who made the decision under review or a subordinate of that person. The Hearing Officer or Hearing Panel may be made up of but not limited to the following persons: housing authority staff not directly involved in the decision under review, members of the board of commissioners, any qualified public housing director or qualified staff person, a local law enforcement official, or any other qualified person determined by the Executive Director.
6. The Voucher participant may, at the participant's own expense, be represented by a lawyer or other representative. The housing authority may also be represented by legal counsel or other representative.
7. The Informal Hearing will be held at the Fremont Housing Authority's Office located at Gifford Tower, 2510 North Clarkson, Fremont, NE.
8. The Hearing will be held on the date and time specified in the FHA written Hearing notice to the Participant.
9. The Hearing officer or Panel will be responsible to conduct the Hearing in accordance with the following guidelines.
 - a. FHA's representative will be given an opportunity to explain the FHA decision. The FHA may present evidence and question witnesses. The participant will have the opportunity to question FHA witnesses.
 - b. The participant or participant's representative will then have an opportunity to present his/her objections to the decision in question. Information related only to the specific FHA decision will be allowed at this Hearing. The participant may present evidence or question witnesses at this time.
 - c. The participant may contact FHA before the Informal Hearing to receive more information on the basis of the violation, the FHA's evidence, and any evidence the participant will need to provide at the Hearing.
 - d. Only the evidence submitted by the FHA or the participant, at or before the Hearing, will be considered by the Hearing officer. The hearing officer will not perform any independent investigation after the Hearing based on statements made by the participant at the time of the Hearing.
 - e. Participants must provide credible verification of any statements made at the time of the Hearing. Verification of statements will not be considered after the Hearing.
 - f. All written documents submitted by the participant at the time of the Hearing, which were not signed by a person not in attendance at the Hearing, MUST be notarized. Contents of unnotarized statements will not be considered by the hearing officer or hearing panel.

- g. FHA can verify information before the Informal Hearing, but the evidence which the participant is requesting FHA to consider in the Hearing which needs FHA verification, must be provided to FHA at least 72 hours prior to the hearing.
- h. If unverified or uncorroborated documents, or statements, or oral testimony are presented at the Informal hearing, the hearing officer will give the evidence the weight and credibility appropriate in making a decision.
- i. If the participant refuses to answer questions asked by the hearing officer or panel, the hearing officer or panel may consider that refusal when making a determination and may give such refusal the weight and credibility deemed appropriate.
- j. The participant may receive, upon request, at the hearing, copies of any written evidence or reports submitted by FHA to the hearing officer or hearing panel.
- k. The Hearing Officer or Hearing panel will issue a written decision based upon the written request for Informal Hearing and any additional written or oral objections submitted at the hearing, together with the evidence presented at the hearing. The Hearing Officer or Hearing panel may consider all applicable Federal and State law, HUD rules and regulations, and rules and regulations of FHA as well as the record and the evidence presented at the hearing. The Hearing Officer will issue a written decision stating the reasons for the decision within thirty (30) calendar days of the Informal Hearing. A copy of the written decision of the Hearing Officer shall be mailed to the participant seeking review within three (3) days after such decision has been reduced to writing and signed by the Hearing Officer or Panel.

10. FHA shall not be bound by an Informal Decision

- a. Concerning a matter for which FHA is not required to provide an opportunity for an Informal Hearing pursuant to Section 982.555(b), or otherwise in excess of the Authority of the hearing officer or panel under these procedures; or
- b. Contrary to HUD regulations, rules or requirements or FHA policies, regulations, rules or otherwise contrary to Federal, State or Local law.
- c. If FHA determines it is not bound by a Hearing decision, FHA shall promptly notify the participant of the determination and the reasons for the determination.

11. Restriction on assistance for non-citizens. The Informal Hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR part 5.

FHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations or attendants. The participant must notify FHA within 48 hours of the Hearing of the need for a reasonable accommodation.

XV. RECERTIFICATION/INTERIM

Each Section 8 recipient will be reexamined with respect to income and family composition annually. The participant's failure to reply to notification letters or contacts for annual review and inspection will result in the participant's termination of the housing assistance program.

Participants terminated as a result of failure to be recertified may reapply for assistance 12 months from the date of termination, or at the discretion of the HA.

- A. All Interim Recertifications must be requested in writing by the participant. An Interim Declaration must be completed stating any change to family composition, annual income, asset income, and qualified expenses.
- B. Interim Recertifications must be requested no later than the 15th of the month prior to the month the Total Tenant Payment (TTP) and Housing Assistance Payment (HAP) could be placed in effect. The participant must understand that ample time is required for third party verifications to be received to process the income or expense increase or decrease in a timely manner. If the information is not received in time to process the change by the first of the next month, the tenant must continue to pay the TTP in effect until the Interim Recertification is completed.
- C. Between annual recertifications, the Participant must notify FHA of all changes in family composition and all changes in income. If an adjustment is not completed at this time, the family will be reminded to continue to report additional increases.
- D. If significant changes occur that are not required to be reported, such as an increase in medical, handicap expense or child care expenses, the participant may request an interim recertifications.
- E. Families who claim zero income or have an unstable income will be examined quarterly between annual recertifications. These participants must contact the housing authority monthly regarding their income status.
- F. Participants who willfully terminate employment, cause termination of employment or take leave of absence which results in termination of employment for the purpose of rent reduction will be eligible for a rent decrease effective 90 days after the month the decrease was reported. Participants willfully reducing their hours or income will be sanctioned for a period of 90 days effective the immediate month after the income or hours were reduced. HAP payments will not be increased during this period of time.
- G. The participant has 10 days to report any changes to the HA.
- H. All changes effecting family income, expense or composition must be submitted to the office in writing within 10 days of the date of change.

XVI. CONTINUED ELIGIBILITY

A Participant's eligibility for housing assistance payments will continue until the Total Tenant payment equals or exceeds the gross rent. The termination of eligibility, at this point, does not affect the participant's other rights and obligations under the lease. Housing assistance payments may be resumed as a result of later changes in income, rents, or relevant circumstances during the term of the contract. If six months has elapsed since the date of the last housing assistance payment, the contract is terminated.

XVII. TRANSFER OF RENTAL ASSISTANCE

- A. As the family is initially required to enter into a twelve (12) month lease with an owner, transfers to another rental unit will not be approved unless the tenant and owner have signed a mutual termination of the lease agreement and the transfer has been approved by the FHA. Families will be allowed to transfer only once during a one (1) year period for the following reasons:
 - 1. Family obtains opportunity for employment;

2. Family pursues educational opportunity;
 3. Family must obtain other housing for health reasons; or
 4. HA action caused by over crowding or under utilization of HA unit.
- B. A family may move to a new unit with continued tenant-based assistance if:
1. The HAP Contract has been terminated for owner breach; or
 2. The lease has terminated by mutual agreement; or
 3. The owner has requested and received approval of the opt-out requirement for business or economic reasons; or
 4. The owner fails to maintain unit in common areas under HUD's Housing Quality Standard Regulations.
- C. PAYMENTS OF DAMAGES/VACANCY LOSS FOR CONTRACTS ENTERED INTO PRIOR TO NOVEMBER 1, 1995.**
1. An owner's claim for unpaid rent, damages, and vacancy loss must be submitted to FHA with receipts and bills for work completed within 90 days of the move-out inspection. Additionally, the owner must comply with the provisions of the Lease, State and local law relative to the return of the deposits or the claim will be denied by FHA.
 2. The following policies are established in order to reduce participant indebtedness:
 - a. If the family vacates a unit in violation of the lease, the owner may receive compensation in accordance with the Housing Assistance Payments Contract.
 - b. The owner must provide FHA with evidence substantiating efforts to lease the unit.
 - c. The owner may evict a Tenant from the unit by following Nebraska State Law. The owner must notify FHA of commencement of procedures for termination of tenancy at the same time that the owner gives notice to the tenant. The owner is not entitled to vacancy payment if the tenant is evicted, unless FHA determines the owner complied with all requirements, the contract and all applicable state and local laws.
 - d. If the tenant vacates the unit owing rent or having caused damages, the owner may receive compensation in accordance with the HAP contract. To collect for damages/unpaid rent, the owner must adhere to the following:
 - (1) Notify FHA immediately upon learning of the vacancy and request a damage inspection.
 - (2) Do not begin any repairs (unless a safety hazard exists) until the inspection by FHA is completed.
 - (3) Mail the tenant and FHA a copy of the itemized charges, assess against the tenant (if tenant's address is not known, mail to their vacated unit).
 - (4) Allow the tenant two (2) weeks to respond to the itemized statement.
 - (5) Contact FHA after two weeks if no reimbursement is received from the tenant.

- e. The owner must forward statements and receipts evidencing actual costs incurred for materials and labor and a statement indicating the allowable cost for each item to FHA for completion of HUD Form #52676.
 - f. The owner will be compensated for tenant cause damages so repair/replacement does not exceed quality at the time the unit went on the program. The owner may only claim damages for repairs above and beyond normal wear and tear.
 - g. All expenses of the owner must be documented. Labor costs may not exceed the costs of professional tradesman. The owner may claim his own labor as reimbursable at an hourly rate not to exceed \$10.00 per hour.
 - h. Compensation for exterior structural damage is allowable only if the damage is tenant caused and must not exceed existing conditions at the time of the move-in inspection.
3. If a new Housing Assistance Payments Contract has not yet been executed in the participant's behalf, a repayment agreement must be negotiated with the family before a contract with the new owner is executed. If the participant refuses to negotiate a repayment agreement, new contracts will not be executed and the participant will be denied assistance in accordance with program regulations and this plan.
 4. If a new Housing Assistance Payments Contract has been executed on the participant behalf, every effort will be made to negotiate a repayment agreement. Should the participant refuse to negotiate a repayment agreement, they will be refused a new voucher at any time, until the indebtedness is paid. No action will be taken to terminate assistance under the current contract.
 5. If the participant fails to make payments as agreed, they will be notified by mail of the decision to either sanction or terminate assistance by the end of the month.
 6. In addition to the action described in this section, FHA will pursue collection of all debt through the judicial system and/or collection agencies in order to secure judgment and enhance the potential for collection. This action will be taken on a case-by-case basis when it is deemed most prudent.

XVIII. HOUSING QUALITY STANDARDS

FHA will follow the requirements for minimum housing quality standards as standards as stated in the 24 CFR 982.401, and the Section 8 Administrative Practices handbook, 7420.7. FHA will use the standard HUD Form 52580 to record all housing quality standard inspections conducted during the program operation. The utility allowances will be adjusted whenever rates have increased or decreased by 10%. The utility allowances will be reviewed on an annual basis.

A. Lease Up

1. Units with Housing Quality Standards minor defects prior to lease up, will be given 30 days to correct. The owner will be notified by mail of required corrective actions needed to secure approval and expected completion date for repairs.
2. Units with Housing Quality Standards major defects prior to lease up will be temporarily denied from the program and the owner will be notified by mail of the required corrective actions needed to secure approval and expected completion date for repairs. Applicants and participants will be encouraged to search for another unit should the repairs exceed 30 days.

B. Annual Inspections

1. HQS inspections will also be performed annually. Owners will be notified by mail of their responsibility for corrective action and allowed 30 days to complete repairs. Breach of owner HQS will be subject to abatement. Extensions require approval from the Executive Director.
2. The owner is not responsible for a breach of HQS for which the family is responsible such as:
 - a. Family fails to pay for any utilities which are to be paid by the tenant;
 - b. Family fails to provide or maintain any appliances which are provided by the tenant;
 - c. Any member of the household or guest damages the dwelling unit or premises beyond ordinary wear and tear.

HQS breach caused by the family is subject to termination of assistance. Tenants will be sent a letter to comply with HQS within 30 calendar days (or HA approved extension). Participants terminated for non-compliance with HQS may reapply for assistance three (3) months from date of termination. Inspectors will discuss tenant damage and responsibility during inspection.

3. If an HQS breach caused by the family or the owner is life threatening, the family or owner must correct the defect within no more than 24 hours.

C. Special Inspections

1. Participants requesting a special inspection need to notify the landlord in writing stating the defects, a reasonable time to accomplish repairs, with a copy to FHA. Participants should schedule with FHA a special inspection after receiving no replay from the landlord.
2. FHA shall have the right to inspect the contract unit and related facilities upon request or complaint from citizens, at such times as necessary to assure that the unit is in decent, safe and satisfactory condition.
3. Owners may request a preinspection to determine reasonable rent and the feasibility of program participant.
4. The Federal Register Final Ruling states that the Housing Authority Administrator must reinspect a sample of units, numbering at least five percent (5%) of the number of units under contract during the last completed HA Fiscal Year. In addition the reinspected sample is to be drawn from recently completed HQS inspections performed within the last three (3) months preceding reinspection. These are to be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

D. Abatement of Housing Assistance Payment

1. After completion of the annual inspection, landlords and tenants will receive written notice of defects, and requirement to repair all defects within 30 days and the date abatement of the housing assistance payments will begin for owner defects. Failure to repair defects will result in abatement and no further HAP will be made until the unit is in compliance with HQS.
2. If the Housing Assistance Payments is abated during the first year of the contract and lease, the participant continues to pay their portion of the rent to the landlord. The contract terminates on the date specified in the letter and the participant may transfer at that time.

3. If the Housing Assistance Payment is abated after the first year of the contract, FHA will notify the landlord of contract termination and the tenant will be reissued a voucher to transfer.

E. FHA Denial of Owner Participation

1. FHA will deny approval to lease a unit from an owner when:
 - a. The HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.
 - b. When directed by HUD, the HA must not approve a unit if:
 - (1) The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal Equal Opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal Equal Opportunity requirements.
 - c. The HA will deny approval to lease a unit from an owner for any of the following reasons:
 - (1) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
 - (2) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) The owner has engaged in drug-trafficking;
 - (4) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project based Section 8 assistance or leased under any other Federal housing program;
 - (5) The owner has a history or practice of renting units that fail to meet State of local housing codes; or
 - (6) The owner has not paid State or local real estate taxes, fines or assessments.
2. Owner responsibility for screening Tenants:
 - a. Owner screening:
 - (1) Listing a family on the HA waiting list, or selecting a family for participation in the program, is not a representation by the HA to the owner about the family's expected behavior, or the family's suitability for tenancy.

At or before HA approval to lease a unit, the HA must inform the owner that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility.

- (2) Owners are permitted and encouraged to screen families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:
 - (a) Payment of rent and utility bills;
 - (b) Caring for a unit and premises;
 - (c) Respecting the rights of others to the peaceful enjoyment of their housing.
 - (d) Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and
 - (e) Compliance with other essential conditions of tenancy.
3. HA disclosure of information about tenant to owner:
 - a. The HA must give the owner:
 - (1) The family's current address (as shown in the HA records); and
 - (2) The name and address (if known to the HA) of the landlord at the family's current and prior address.
 - b. When a family wants to lease a dwelling unit, the HA may offer the owner other information in the HA possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members.
 - c. The HA must give the family a statement of the HA policy on providing information to owners. The statement must be included in the information packet that is given to a family selected to participate in the program. The HA policy must provide that the HA will give the same types of information to all families and to all owners.
 - d. The HA rights and remedies against the owner under the HAP contract include recovery of over-payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
 - e. By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

XIX. RENT REASONABLENESS

- A. The HA must redetermine the reasonable rent for the following reasons:
 1. Before any increase in rent to owner;
 2. If there is a five percent (5%) 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 (1) year before the contract anniversary; or

3. If directed by HUD
- B. Rent reasonableness will be determined by FHA annually utilizing a base rent and amenities: Appraisal of comparable unassisted units. Base rent is divided into seven categories:
 1. Location, quality, size, unit type, and age of the contract unit; and
 2. Appraisal – the following amenities and facilities are used to add or subtract dollar value: square footage, age, condition, location, dishwasher, garbage disposal, microwave, window air conditioner, central air, range, refrigerator, washer and dryer hook ups, extra ½, ¾ or full baths, balcony/deck/patio, fireplace, security building, pool, clubhouse, cable TV, basement (unfurnished or furnished), basement/attic bedroom, storage closet/shed/cage, and garage.
 - D. The base rent plus paid utilities, determines the reasonable rent.
 - E. Owner certification of rents charge for other units. By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the HA information requested by the HA on rents charged by the owner for other units in the premises or elsewhere.
 - F. Rent to Owner: Maximum rent at initial occupancy

At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, the family share may not exceed 40 percent of the family's monthly adjusted income.

XX. PORTABILITY OF VOUCHERS

- A. The following apply during the 12 month period from the time when a family is admitted to the program.
 - The applicant family must initially lease a unit anywhere in the jurisdiction of FHA for a period of twelve (12) months.
 - The applicant family does not have any right to portability during the initial 12 months of the lease up period and HAP contract. An initial lease up period begins over at any unit transfer or move to another unit in the FHA jurisdiction.

The Section 8 program was established to assist families within their local jurisdictions and communities. Due to funding constraints imposed in 2004 and 2005 by the U.S. Department of Housing & Urban Development, in PIH Notice 2004-7 dated April 22, 2004, the following cost containment measures have been adopted:

1. Families requesting portability of their voucher to another housing authority may be denied portability if the receiving housing authority is not willing to absorb the voucher; and,
2. If the request for portability causes undue financial burden to the Fremont Housing Authority Section 8 program, and would create conditions that would cause other FHA participants to be dropped from the program or denied assistance, then the Fremont Housing Authority would require the porting participant to end participation at the Fremont Housing Authority and contact the receiving housing authority to obtain admission to their waitlist.
3. The Payment Standard for a three bedroom unit will be reduced from 110% of the Fair Market Rent to 100% of the Fair Market Rent as permitted by HUDS regulation. This will be

implemented for all new families on admission to the program, at the next annual re-exam for current participants and the next recertification for families that move to another rental unit, change of landlord ownership or upon execution of a new lease agreement.

4. The Fremont Housing Authority will deny family moves and portability unless the new unit has a Payment Standard that is equal to or less than the payment standard of the Fremont Housing Authority. (HAP Payment).

Vouchers are portable across state lines. When a family is eligible to port out of FHA jurisdiction, FHA will complete Part 1 of HUD Form 52665, attach copies of the family's voucher, current 50058, income verification and forward to the receiving HA. The receiving HA completes applicable portions of Part II of HUD Form 52665 and returns it to the initial HA.

If the nearest Housing Authority does not operate a voucher program, FHA will not issue a voucher to the family, but will encourage that family to move closer to their jurisdiction or a jurisdiction of a Housing Authority that does implement a voucher program.

- B. FHA will operate in a cooperative and reciprocal manner with all established Housing Authorities in the portability feature. FHA will attempt to issue a voucher within a six (6) month period. However, if funding is not available, the issuing HA will be notified that their voucher will be used. FHA will notify initial authorities when a voucher has not been leased up prior to the expiration date of the voucher.
- C. A waiting list will not be maintained for families wishing to transfer their voucher outside FHA's jurisdiction. All request for transfers outside FHA's jurisdiction will be treated on a first-come first-serve basis.
- D. Billing procedure – FHA will make payment within 30 days after receipt of billing document from the initial Housing Authority.
- E. The Housing Authority will not issue a participant a new voucher for portability of the Participant vacated in non-compliance with the lease.

XXI. PROCEDURE FOR ADJUSTING VOUCHER PAYMENT STANDARDS.

The payment standard schedule will reflect Federal Regulations.

XXII. PROCEDURES FOR THIRD PARTY VERIFICATION

Regulations 24 CFR 903.7, 960.259(c)(1) and 982.516(a)(2), the Fremont Housing Authority will third party verify all information related to earned income, asset income, and allowable expenses where applicable. Methods of verifications will include but not be limited to the following information resources to obtain verification:

#1 UPFRONT INCOME VERIFICATION (HIGHEST-Level 5):

- Computer Matching Agreements with State Wage Income Collection Agencies (SWICA)
- Social Security & SSI benefits – HUD Tenant Assessment Subsystem (TASS)
- The Work Number
- Tenant Data, Inc.

#2 WRITTEN THIRD PARTY VERIFICATION (High-Level 4)

- Mail, fax or email directly to an independent source

#3 ORAL THIRD PARTY (Medium-Level 3)

- Phone contact with independent source by phone or personal visit

#4 DOCUMENT REVIEW (Medium-Low – Level 2)

- Original documents may be reviewed

#5 TENANT DECLARATION (Low – Level 1)

- Tenant declares by notarized statement or affidavit when other verification is not available.

a. The following items will be verified for every adult 18 years of age and older, according to PHA's Procedures on Verification, to determine the qualification for admission to PHA's housing:

1. Family composition and type (Elderly / Disabled /Near Elderly / Non-elderly)
2. Annual Income
3. Assets and Asset Income
4. Deductions from Income
5. Preferences
6. Social Security Numbers of all Family Members
7. Applicant Screening Information; and
8. Citizenship or eligible immigration status.

b. Third Party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, PHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by PHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

c. Verification of eligible immigration status shall be carried out pursuant to 24CFR5.5. Citizens are permitted to certify their status.

d. Applicants reporting Zero Income will be asked to complete a family expense form to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what their source of income is for these expenses.

e. PHA's applications for admission to public housing shall indicate for each application the date and time of receipt, applicant's race and ethnicity; determination by PHA as to eligibility of the applicant, when eligible, the unit sizes for which eligible, preference, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

ADDENDUM TO SECTION 8 ADMINISTRATIVE PLAN

Adopted December 22, 2004, by board action
Resolution #428

Upfront Income Verification Procedures

1. SECTION 8 HOUSING CHOICE VOUCHERS

2. VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 982.516]

A. INTRODUCTION

HUD regulations require Fremont Housing Authority to verify the factors of eligibility and Total Tenant Payment/Family Share. Applicants and program participants must provide true and complete information to Fremont Housing Authority whenever information is requested. Fremont Housing Authority's verification requirements are designed to maintain program integrity. This Chapter explains Fremont Housing Authority's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. Fremont Housing Authority will obtain proper authorization from the family before requesting information from independent sources.

Fremont Housing Authority staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was not obtained as well as the manner in which the eligibility factors were verified.

B. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]

Fremont Housing Authority will verify information through five methods of verification according to the hierarchy listed below:

1. Up Front Income Verification (UIV)
2. Third-Party Written Verification
3. Third-Party Oral Verification
4. Review of Documents
5. Certification/Self-Declaration

Fremont Housing Authority will allow up to two (2 weeks) for return of third-party verifications and up to one (1) additional week to obtain other types of verifications before going to the next method. Fremont Housing Authority will document the file as to how the information was verified including an explanation for the method utilized if other than a written third party verification.

For applicants, verifications must be received 60 days prior to the issuance of a voucher. For participants, they will be valid for 60 consecutive days from date of receipt.

1. Up-Front Income Verification

Fremont Housing Authority will utilize up-front income verification methods, including TASS and the Work Number, whenever possible as well as any other UIV that might become available to Fremont Housing Authority. When HUD announces the availability of the UIV system for Fremont Housing Authority, additional UIV tools will be used. (, including a centralized computer matching system.)

Third-party verification may continue to be used to complement up-front income verification.

UIV may be used in lieu of 3rd party verifications when there is not a substantial difference between UIV and tenant-reported income. HUD defines substantial difference as \$200 or more per month.

- If the income reflected on the UIV verification is less than that reflected on the tenant-provided documentation, Fremont Housing Authority will use tenant-provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the UIV verification must not be more than 60 days old.
- If the income reflected on the UIV verification is greater than current tenant-provided documentation, Fremont Housing Authority will use UIV income data to calculate anticipated annual income as long as the difference is within the above mentioned \$200 threshold; unless the tenant provides documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.) The tenant supplied documents must not be more than 60 days old.

In cases where UIV data is substantially different than tenant-reported income, Fremont Housing Authority will follow the following guidelines:

- Fremont Housing Authority will utilize written third party verification to verify the information
- When Fremont Housing Authority cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud, Fremont Housing Authority will review historical income data for patterns of employment, paid benefits, and/or receipt of other income to anticipate income.
- Fremont Housing Authority will analyze all data (UIV data, third party verification and other documents; information provided by the family) and attempt to resolve the income discrepancy.
- Fremont Housing Authority will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

If Fremont Housing Authority is unable to anticipate annual income using current information due to historical fluctuations in income, Fremont Housing Authority may average amounts received/earned to anticipate annual income.

If the tenant disputes UIV SS/SSI benefit data, Fremont Housing Authority will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

2. Third-Party Written Verification

Third-party verification is used to verify information directly with the income 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 directly from the income source are considered third party written verifications. Verifications hand carried by clients will not be considered third party verifications unless the verification is from a government agency.

Fremont Housing Authority will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts

3. Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is delayed or not possible. When third-party verbal verification is used, staff will be required to complete the Verbal Verification Log, noting with whom they spoke, the date of the conversation, and the facts provided. If verbal verification is utilized Fremont Housing Authority must originate the call.

4. Review of Documents

In the event that third-party written or verbal verification is unavailable, or the information has not been verified by the third party within two (2) weeks, Fremont Housing Authority will annotate the file accordingly and utilize documents provided by the family as the primary source 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 which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed.

Fremont Housing Authority will accept the following documents from the family provided that the document is an original and does not appear to be tampered or altered.

- Printed wage stubs
- Computer print-outs from the employer
- Letters signed by the employer or other appropriate party (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

Fremont Housing Authority will accept faxed and photocopied documents when received directly from the generating source.

If third-party written verification is received after documents have been accepted as provisional verification, and there is a discrepancy, Fremont Housing Authority will utilize the third party verification.

Fremont Housing Authority will not delay the processing of an application beyond four (4) weeks because a third party information provider does not return the verification in a timely manner.

XXII.5. Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification requires a notarized and witnessed statement/affidavit/certification/statement under penalty of perjury.

C. RELEASE OF INFORMATION [24 CFR 5.230]

Adult family members will be required to sign the form HUD 9886 Release of Information/Privacy Act form. In addition, all adult family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Refusal to cooperate with the prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by Fremont Housing Authority or HUD.

D. ITEMS TO BE VERIFIED [24 CFR 982.516]

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.

Childcare expenses when it allows an adult family member to be employed, to actively seek employment or to further his/her education.

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 for a disabled member of the family, which allow an *adult* family member to be employed.

Disability for determination of preferences, allowances or deductions.

U.S. citizenship/eligible immigrant status

Social Security Numbers for all family members 6 years of age or older who have been issued a social security number.

"Preference" status, as applicable.

Marital status when needed for head or spouse definition.

Verification of Reduction in Benefits for Noncompliance:

Before granting a family's request for rent reduction because of a decrease in benefits, Fremont Housing Authority will obtain written verification from the Welfare agency stating that the family's benefits were not reduced because of fraud or non-compliance with an economic self-sufficiency requirement.

E. VERIFICATION OF INCOME [24 CFR 982.516]

This section defines the methods Fremont Housing Authority will use to verify various types of income.

1. Employment Income

Verification forms request the employer to specify the:

- 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
- Annual earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification in addition to UIV include:

- Employment verification form completed by the employer.
- Check stubs or earning statements, which indicate 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 may be used for verifying self-employment income, or income from tips and other gratuities.

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, IRS Form 8121. In cases where there are questions about the validity of information provided by the family, Fremont Housing Authority will require the most recent federal income tax statements. Confirmation may be made on a case-by-case basis.

2. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification in addition to UIV include:

- Benefit verification form completed by agency providing the benefits.
- Award or benefit notification letters prepared and signed by the providing agency.
- Computer report electronically obtained or in hard copy.

(1) 3. Unemployment Compensation

Acceptable methods of verification in addition to UIV include:

- Verification form completed by the unemployment compensation agency.
- Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
- Payment stubs.

(2) 4. Welfare Payments or General Assistance

Acceptable methods of verification in addition to UIV include:

- Fremont Housing Authority verification form 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.

(a) 5. Alimony or Child Support Payments

Acceptable methods of verification in addition to UIV include:

- Copy of a separation or settlement agreement or a divorce decree stating amounts and types of support and payment schedules.
- A notarized letter from the person paying the support.
- Copy of latest check and/or payment stubs from Court Trustee. Fremont Housing Authority must record the date, amount, and number of the check.
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

- A notarized affidavit from the family indicating the amount(s) received.
- A welfare notice of action showing amounts received by the welfare agency for child support.
- A written statement from an attorney certifying that a collection or enforcement action has been filed.

6. Net Income from a Business

In order to verify the net income from a business, Fremont Housing Authority will review IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income). Note: If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
- Audited or un-audited financial statement(s) of the business.
- Credit report or loan application.
- Documents such as manifests, appointment books, bank statements, and receipts 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 family will be advised to maintain these documents in the future if they are not available.
- Family's self-certification as to net income realized from the business during previous years.

7. 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 day care business which may or may not be licensed, Fremont Housing Authority 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.

Fremont Housing Authority may conduct interim reevaluations every 120 days and require the participant to provide a log with the information about customers and income.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

8. Recurring Gifts

The family must furnish a self-certification, which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

9. Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. Fremont Housing Authority will request information from the Nebraska Department of Revenue. Families claiming to have no income will have to certify to this status at least quarterly when notified by Fremont Housing Authority.

10. Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be included towards family income. Financial aid, scholarships and grants received by full time students are not family income.

Verification of full time student status includes:

- 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.

F. INCOME FROM ASSETS [24 CFR 982.516]

1. Savings Account Interest Income and Dividends

Acceptable methods of verification include:

- Account statements, passbooks, certificates of deposit, or Fremont Housing Authority verification forms completed by the financial institution.
- 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 Fremont Housing Authority must adjust the information to project earnings expected for the next 12 months.

(b) 2. Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include:

- A 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 re-certification.

3. Net Rental Income from Property Owned by Family

Acceptable methods of verification include:

- 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 invoices, and 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.

G. VERIFICATION OF ASSETS

1. Family Assets

Fremont Housing Authority will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

- 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 stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate taxes statements if the approximate current market value can be deduced 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.

2. Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all Certifications and Re-certifications, Fremont Housing Authority 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 re-certification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME
[24 CFR 982.516]

1. Child Care Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they charge and receive from the family for their services. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Child care expenses are deducted only to the extent that they are not reimbursed and reflect a reasonable charge; and are paid for the care of children under the age of 13.

As stated elsewhere in this document, child care is allowable for the following reasons:

➤ Child-Care to Work

The maximum child-care allowed will be based on 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 HA will compare the number of hours the family member is attending school relative to the number of child care hours to determine the number of child care hours that will be included in the rent calculation

➤ Rate of Expense

The HA will survey the local day care providers in the area/community to determine a reasonableness standard. The determination will be made only on a reasonable HOURLY rate. The reasonable rate will be determined based upon the type of care chosen by the family, i.e., center-based or in-home care; State provided care or private care.

➤ Actively Seek Employment

The HA will obtain evidence that the individual is fulfilling welfare-to-work requirements or the requirements for receiving unemployment compensation; or is otherwise actively seeking employment. Written verification from a local or state government agency that oversees work-related activities will be accepted.

If third party verification is not possible, Fremont Housing Authority will review documents provided by the family and/or a notarized statement from the family member attesting to his or her efforts to find employment.

2. Medical Expenses

Families, who claim medical expenses 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. One or more of the methods listed below will verify all expense claims:

- 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 of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
- For attendant care:

Fremont Housing Authority will require certification from a qualified professional having knowledge of the person's need for an attendant and who can verify the attendant is necessary as a medical expense.

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 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. Fremont Housing Authority 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.
- Fremont Housing Authority will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

3. Assistance to Persons with Disabilities [24 CFR 5.611(c)]

- In All Cases:

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's certification as to whether they receive 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 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 is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS [24 CFR 982.153(b)(15)]

1. Verification of Legal Identity and Familial Relationships

Fremont Housing Authority will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- State issued Certificate of Birth, Naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Government issued Identification Card

- Verification of guardianship is:
 - Court-ordered assignment
 - Affidavit of parent
 - Verification from social services agency

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID
- School records

If none of these documents can be provided, a third party who knows the person may, at Fremont Housing Authority's discretion, provide certification to be used as verification.

2. Verification of Marital Status (when necessary to determine custody of children)

- Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.
- Verification of a separation may be a copy of court-ordered maintenance or other records.
- Verification of marriage status is a marriage certificate.

3. Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, Fremont Housing Authority will consider any of the following as verification:

- Divorce Decree
- Legal separation agreement
- Order of protection/restraining order obtained by one family member against another
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or a 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 correctional facility should be obtained stating how long they will be incarcerated.
- If no other proof can be provided, Fremont Housing Authority will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

5. Verification of Change in Family Composition

Fremont Housing Authority may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

6. Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

J. VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

[24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to declare 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 their status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while Fremont Housing Authority informal review is pending.

1. Citizens or Nationals of the United States

All applicants and participants are required to sign a declaration under penalty of perjury. Fremont Housing Authority will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:

- United States birth certificate
- United States passport
- Resident alien/registration card
- Social Security card
- Other appropriate documentation as determined by Fremont Housing Authority

2. Eligible Immigrants who were Participants and 62 or over on June 19, 1995

Eligible Immigrants who were Participants and 62 or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

3. Non-citizens with eligible immigration status

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. Fremont Housing Authority verifies the status through the INS SAVE system. If this primary verification fails to verify status, Fremont Housing Authority must request within ten days that the INS conduct a manual search.

4. Ineligible family members

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.

5. Non-citizen students on student visas

Non-citizen 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.

6. Failure to Provide

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.

7. Time of Verification

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 at the time of initial application. Fremont Housing Authority will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family. Fremont Housing Authority will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial Fremont Housing Authority does not supply the documents, Fremont Housing Authority must conduct the determination.

(c) 8. Extensions of Time to Provide Documents

Fremont Housing Authority will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

9. Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable 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 issuance of replacement of any of the above documents that shows 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 five years.

K. VERIFICATION OF SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six and over 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:

- A driver's license
- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank Statements
- IRS Form 1099

- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits or Social Security Number from Social Security Administration

ADMISSIONS

AND

CONTINUED

OCCUPANCY

POLICY

**FREMONT HOUSING AUTHORITY
(FHA)**

BOARD APPROVED DATE December 22, 2004

Public Comment Meeting April 21, 2005

EFFECTIVE DATE : May 1, 2005

RESOLUTION NUMBER 422

INDEX

ADMISSIONS & CONTINUED OCCUPANCY POLICY

INTRODUCTION

Fremont Housing Authority (hereafter referred to as FHA or PHA) has designed this Admissions and Continue Occupancy Policy to take into consideration the needs of individuals and families for affordable housing and the needs of our mission to develop and operate a socially and financially sound affordable housing program. Our goal is to provide a decent home and a suitable living environment for our residents and to foster economic and social diversity in the resident body as a whole.

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

10 FAIR HOUSING

It is the policy of the Fremont Housing Authority to fully comply with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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

Section 504 requires the PHA to affirmatively ensure that person with disabilities are given an equal opportunity to participate in the public housing program.

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

11 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Fremont Housing Authority will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families.

12 OUTREACH

The Fremont Housing Authority will conduct Affirmative Marketing and publicize the availability of the Public Housing Program for extremely low-income, very low and low income elderly, handicapped, disabled, near-elderly, and others in a newspaper of general circulation, minority media, and by other suitable means.

13 RIGHT TO PRIVACY

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

applicant or tenant. Any information received on an applicant or tenant will be kept strictly confidential in accordance with the State and Federal law and PHA policies.

14 REQUIRED POSTINGS

In each of the facilities, the Fremont Housing Authority will post, in a conspicuous place, the following information:

- 5.1. Statement of Policies and Procedures governing Admission and Continue Occupancy
- 5.2. Income Limits for Admission
- 5.3. Excess Utility Charges
- 5.4. Current Schedule of Routine Maintenance Charges
- 5.5. Dwelling Lease
- 5.6. Grievance Procedure
- 5.7. Fair Housing Poster
- 5.8. Equal Opportunity in Employment Poster
- 5.9. Any current Fremont Housing Authority Notices

1.0 TAKING APPLICATIONS

Elderly, handicapped, disabled, near-elderly, and any others wishing to apply for the Public Housing Program will be required to complete a pre-application for housing assistance. Pre-applications will be accepted during regular business window hours at:

2510 North Clarkson Street
Fremont, NE 68025

The final determination of eligibility is a full application when an applicant reaches the top of the waiting list and has been notified that a unit is being readied for them. The Fremont Housing Authority will review the information received from the applicant in order to determine the applicant's final eligibility for admission into the Fremont Housing Authority.

2.0 ELIGIBILITY FOR ADMISSION

The Housing Authority's (PHA) units were developed to provide decent, affordable housing to lower income families. This section lists the criteria an applicant must meet in order to be eligible for these units. There are several eligibility requirements for admission to public housing: qualifies as a handicapped or disabled person, a displaced person, or a single person, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Fremont Housing Authority screening criteria in order to be admitted to public housing.

7.1. Eligibility Criteria

7.1.1 Elderly Person

- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two persons who are at least 62 years of age living together, with one live-in aide; or
- c. One person who is at least 62 years of age living with one live-in aide.

7.1.2 Disabled Person

- a. A person whose head, spouse or sole member is a person with disabilities.
- b. Two persons with disabilities living together; or
- c. One person with disabilities living with one live-in aide.

7.1.3 Near-Elderly Person

- a. One or two people who are at least 50 years of age but below the age of 62.

7.1.4 Displaced Person

- a. One or two people that have been displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

7.1.5 Remaining Member of Tenant Family

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

7.1.6 Single Person or Small Family

- a. Persons 19 years of age or older who are not elderly or displaced, a person with disabilities, or the remaining member of a tenant family. A person living alone or with no more than two persons in the family unit and who does not qualify as an elderly, handicapped, disabled, displaced person, or the remaining member of a tenant family.

7.2 Income Limits

The applicant family must provide adequate evidence that its anticipated annual income for the next twelve-month period does not exceed the limits published annually by the Department of Housing and Urban Development. The PHA posts the current income limits at the PHA office.

7.2.1 To be eligible for admission to developments that were available for occupancy before 10/1/1981, the applicant's annual income must be within the low-income limit set by HUD. This means the applicant's income cannot exceed 80 percent of the median income for the area.

7.2.2 To be eligible for admission to developments that become available on or after 10/1/1981, the applicant's annual income must be within the very low-income limit set by HUD.

- 7.2.3 Income limits apply only at admission and are not applicable for continued occupancy.
- 7.2.4 40% of all new public housing admissions must be a family whose income is less than or equal to 30% of the local median income. 60% of all new applicants may have income that is greater than 30% of the local median income.

7.3 Suitability/Screening

- 7.3.1 The PHA will screen applicants in an effort to determine whether each applicant family would be reasonably expected to abide by the terms of the dwelling lease and to have a detrimental effect on the other tenants or on the project environment. The PHA will deny admission to any applicant whose past history shows an unwillingness or inability to abide by the terms of the lease, or whose habits and practices may be expected to have a detrimental effect on the project or neighborhood environment. The PHA will apply the same standards of tenant suitability in evaluating a person who wishes to join a family already in occupancy. Although each situation is different, there are many different aspects of tenancy the PHA may need to examine. There are five essential questions that the PHA will try to answer about every applicant.
- 7.3.2 Can the PHA reasonably expect the applicant to:
 - a. Pay rent and other charges under the lease in a timely manner;
 - b. Comply with the essential lease requirements such as the legal term (12 months) of the lease and all other terms and conditions of the lease.
 - c. Care for the unit and the common areas and avoid damaging the unit and common areas, use the facilities and equipment in a reasonable way, create no health or safety hazards, and report maintenance needs;
 - d. Avoid interfering with the rights and peaceful enjoyment of others and avoid damaging the property of others;
 - e. Not to engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and staff and refrain from engaging in drug-related, alcohol related or criminal activity; and
 - f. Comply with necessary and reasonable rules of occupancy and program requirements of the Fremont Housing Authority and HUD, and comply with health and safety codes.
- 7.3.3 The PHA will make an objective, reasonable and informed judgment based on the information available to them. The PHA may seek this information by requesting information from previous landlords, including housing authorities or other government subsidized housing programs, making a home visit to the applicant's current residence, checking applicant's criminal history, requesting credit reports, and/or requesting information from any other reasonable source. Any of the following factors may cause the PHA to deny admission to its units:
 - a. A record of non-payment of rightful obligations of property including rent and utilities;
 - b. A record of unfulfilled lease terms and conditions, including duration of lease and monetary requirements of lease;
 - c. A record of disturbance of neighbors;
 - d. A record of destruction;
 - e. A record of poor living or housekeeping habits

- f. Drug-related, alcohol related or criminal activity. (FHA will give consideration to applicants who have successfully completed a drug or alcohol rehabilitation approved by FHA);
- g. A history of any other criminal activity involving physical violence to persons or property, or any other activity that would adversely affect the health, safety, welfare, or right to peaceful enjoyment of the premises by other tenants or neighbors;
- h. A record of previous lease violation;
- i. A record of Section 8 violations, money owed to any public housing authority in connection with the Public Housing or other Rental Assistance programs, or committing fraudulent activity in connection with Federal Housing Assistance Programs or any other government agency or program.
- j. A record or action that establishes a reasonable cause to believe that the applicant's pattern of alcohol abuse may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighborhoods. (FHA will give consideration to applicants who have successfully completed or are participating in a supervised alcohol rehabilitation program and no longer abuse alcohol.)
- k. A criminal background check on all household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Fremont Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). If a statement on the local information sheet from the local police department reveals that there is further information on an individual, the Housing Authority may request that individual to be finger printed so that information requested can be reviewed.
- l. Sex Offender. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

7.3.4 In the event of the receipt of unfavorable information with respect to an applicant, the HA will give consideration to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct.

7.4 Citizenship

Every member of the applicant's family must be either citizens of the United States or noncitizens who have eligible immigration status in accordance with federal regulations. The HA will provide prorated assistance to any eligible mixed families who request such assistance in accordance with HUD guidelines.

7.5 Documentation

- 7.5.1 The PHA will require all applicants to provide all information necessary to determine annual income, assets and asset income, deductions from income, preferences, Social Security numbers for all members of the family, family composition and type, rental payment, unit requirements, screening and suitability for tenancy, and citizenship/eligible immigration status.
- 7.5.2 The PHA will require applicants to sign releases of information so that the information may be verified.
- 7.5.3 The PHA will require applicants to sign a statement certifying the information provided is correct and complete.

- 7.5.4 The PHA will require applicants to provide the social security numbers for all members of the household or sign a certification that they do not have a social security number.
- 7.5.5 The PHA will require a photo ID of each person over the age of 18 years.
- 7.5.6 The PHA will require applicants to provide a state certified copy of the birth certificate for any child under the age of 18 years.
- 7.5.7 The PHA will deny admission to any applicants, or terminate the lease of current residents, who do not provide the above information or documentation, or who provide incomplete or false information or documentation.

7.6 Verification of Eligibility

The PHA will verify all information regarding eligibility in accordance with the UIV/EIV HUD required verification system and the verification section of this document.

3.0 APPLICATION PROCEDURES

8.1 Written Application

The PHA will require persons interested in renting units to complete a written pre-application signed by the head of household. The PHA will accept applications during normal business window hours at the PHA office at 2510 North Clarkson. The PHA will accept written pre-applications in person or by mail. If the person is unable to complete the pre-application due to handicap or age, for example, the PHA will provide assistance to complete it.

8.2 Personal Interview

The HA will not consider an application to be complete until the PHA conducts a personal interview with the applicant to go over the information provided on the written application and to obtain additional information regarding income eligibility and suitability. The PHA will schedule interviews with applicants as soon as an apartment becomes available so that all information of eligibility can be updated when the applicant nears the top of the waiting list.

8.3 Application Log

The PHA will keep a log of all pre-applications it receives. The log will include the following information:

8.3.1 Name

8.3.2 Application Number

8.3.3 Date and Time of Application

8.3.4 Race and Ethnicity

8.3.5 Family Size and Composition by Age and Gender

8.3.6 Family Income

8.3.7 Unit Type and Size Needed

8.3.8 Date of Eligibility Determination

8.3.9 Selection of Location Family Prefers to Reside:

8.3.9.1 Gifford Tower is available to all individuals and small families determined eligible by FHA criteria.

8.3.9.2 Stanton Tower is designated for any person over the age of 62 years.

4.0 WAITING LIST

Preference points will be given for each preference. The person with the most preference points will then be put to the top of the waiting list. If preferences are equal in applicant's points, then they will be placed on the waiting list by earliest date and time first.

9.1 Preferences will be given to the following:

9.1.1	Elderly	10 points
9.1.2	Handicapped or Disabled	10 points
9.1.3	Near-Elderly, 50 and older	5 points
9.1.4	Involuntarily displaced because of fire, flood, storm or Government action	5 points
9.1.5	Domestic Violence	5 points
9.1.6	HUD Income Targeting Needs Met	0 points

9.2 Local Preference

9.2.1 Elderly

At least 62 years of age or older.

9.2.2 Handicapped/Disabled

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

9.2.3 Near-Elderly

At least 50 years of age, but under 62 years of age.

9.2.4 Involuntarily Displaced

An applicant is displaced by a declared natural disaster such as flood or storm, by fire or by Government action (code enforcement).

9.2.5 Domestic Violence

Applicant is displaced by domestic violence, actual or threatened physical violence against an applicant by a spouse or other member of the household. Such applicant must have been forced to move because of domestic violence or lives with a person who engages in domestic violence. Such violence must be recent (within 90 days) or continuing and must be verified with a local crisis center, shelter and professional counselor or physician.

An applicant qualifying for one preference is given the same preference for participation as applicants qualifying for more than one preference.

An applicant must provide verification that they are eligible for a preference at the time they complete an application for the waiting list or they may qualify for a preference at any time while on the waiting list with proper verification.

The acceptable forms of verification for all preferences are governed agencies, law enforcement agency, public or private crisis shelter, clergy or social service agency. The verification is valid for 90 days after receipt by the FHA.

The PHA will do a complete screening of verification for income eligibility and suitability as applicants reach the top of the waiting list. The PHA will notify those applicants either by phone or correspondence preliminarily determined to be eligible as to estimated length of time before they will assume occupancy. The PHA will make clear that the PHA hasn't performed a complete screening, and that it may still find the applicant ineligible.

5.0 DENIAL OF TENANCY

10.1 Drug Related Activity, Criminal Activity, Alcohol Abuse

An applicant or participant will be denied housing assistance and a preference if any member of the family is a person:

- 10.1.1 whose history shows a pattern of abuse of alcohol or an illegal controlled substance
- 10.1.2 whose conduct, based on abuse of alcohol or illegal controlled substance, interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, or
- 10.1.3 who has engaged in any criminal activity, violent criminal activity or drug related criminal activity, or
- 10.1.4 who has a history of repetitive conflicts with the law over the course of time
- 10.1.5 who has a history of use of a weapon involved in any criminal activity
- 10.1.6 Fremont Housing Authority will practice zero tolerance where there is a pattern of criminal history, illegal use or abuse, sale, manufacture or possession of an illegal or controlled substance, methamphetamines, domestic violence, violent criminal activity, abuse of alcohol or a registered sex offender.
- 10.1.7 Fremont Housing Authority will deny anyone admission to the program with such criminal history occurring in the past seven (7) years from the date of determination to process admission to the Public Housing program.
- 10.1.8 Applicants will be denied access to the waiting list for three (3) years after completion of their sentence or date of disposition for criminal activity and abuse of alcohol.
- 10.1.9 Applicants will be denied access to the waiting list for seven (7) years for drug activity and violent criminal activity.

10.1.10 Applicants and participants will be denied access to the waiting list for lifetime restrictions for sexual offender and involvement with methamphetamines.

The PHA may give consideration if the person(s) demonstrates to the PHA satisfaction that the person is no longer engaging in the illegal manufacture, sale or use of a controlled substance or use or abuse of alcohol, and:

- a. that they have an addiction to a controlled substance, have a record of such an impairment, or is regarded as having such an impairment; and
- b. is recovering, or has recovered from such addiction and does not currently use or possess controlled substances.

FHA will require written evidence of successful completion of or participation in a licensed treatment program before consideration for eligibility will be given. Other screening criteria will also be used to evaluate the eligibility of the applicant or participant.

10.2 Lifetime Restrictions

An applicant or participant will be denied housing assistance for a lifetime if any member of the family is a person:

- 10.2.1 who is a registered sex offender in any state where that is a requirement
- 10.2.2 who has a history of any involvement with methamphetamines

10.3 Disclosure of Criminal Records to Family

If an applicant is denied housing based on a criminal history, he or she is entitled to an Informal Settlement with the Executive Director or his/her designee at which time the criminal history may be discussed with the applicant.

The Housing Authority will further inform the applicant/ participant that they may obtain a copy of the record from the Police department or the Nebraska State Patrol at their cost. For criminal activity, (excluding registered sex offender, methamphetamine involvement, or other drug related criminal activity) the applicant will be provided an opportunity to dispute the record at an Informal Settlement.

Following the Informal Settlement, if the decision to deny housing based on criminal history is upheld by the housing authority or the hearing panel, an applicant is entitled to pursue their case in Civil court.

A participant of the program will be provided an opportunity to dispute the record at a Grievance Hearing.

14.4 Other Denial of Tenancy

- 14.4.1** Applicants will be denied access to the waiting list for a period of one year for previous landlord reference which reveals a history of non-payment of rent, inability to fulfill the terms and conditions of the lease, damages to property, history of activity or involvement with police, complaints of community neighbors for excessive noise and disruptive or threatening behavior of family members and guests.
- 14.4.2** Applicants will be denied access to the waiting list for a period of one year for poor credit history.
- 14.4.3** Applicants will be denied access to the waiting list for a period of one year if the applicant has previously lived in public housing and is found to have terminated

the lease prior to the contract end date. Early termination on the part of the tenant will cause negative impact on future consideration of application to the waitlist and eligibility for tenancy. Tenant will be held accountable for monetary loss to the Landlord for the remaining term of the lease if tenant vacates the unit before the contract expires and the unit remains empty during the remaining time of the contract. The PHA will make every effort to rent the unit based on date and time entered on the Vacant Unit Turnaround Register and in accordance with policy.

- 14.4.4** Applicants will be denied access to housing if landlord check reveals they left owing money to the PHA or to another housing authority or other government subsidized program.
- 14.4.5** Applicant will be denied if there is found to be intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent.

6.0 INELIGIBLE APPLICANTS

If the PHA determines that an applicant is ineligible for housing, the PHA will promptly notify the applicant in writing of this determination. The notification will state the reasons for this determination, inform the applicant of the right to request an informal settlement, and inform the applicant of the actions necessary to request such a settlement. The PHA will maintain files of all ineligible applications with documentation stating the reason for ineligibility.

7.0 CERTIFICATION

Prior to the execution of any lease between the PHA and the applicant, a designated PHA staff person will certify in writing that the family meets all conditions governing eligibility.

8.0 REMOVAL OF APPLICANTS FROM THE WAITING LIST

Applicants will be removed from the waiting list according to the following criteria:

- 13.1 The applicant requests in writing or by phone that their name be removed from the active waiting list and be put on the inactive waiting list;
- 13.2 The applicant fails to respond to a written request for information or a request to declare their continued interest in the application;
- 13.3 The applicant does not meet either the eligibility or suitability criteria for housing;
- 13.4 The applicant fails to keep scheduled appointments without good cause; or
- 13.5 The applicant has a history of not meeting financial obligations, especially
rent.
- 13.6 The applicant has a history of not meeting or fulfilling the terms and conditions of an executed lease with any landlord.

9.0 TENANT SELECTION AND ASSIGNMENT POLICIES

As dwelling units become available for occupancy, the verified, eligible applicant first on the waiting list for the available size of unit shall be offered a unit in accordance with the following plan:

14.1 Waiting Lists

The Fremont Housing Authority shall follow the statutory requirements that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met the PHA shall monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low income families will not be met, the PHA will skip higher income families on the waiting list to reach extremely low-income families. The PHA will assign each eligible applicant a place on the waiting list in sequence based upon the date and time of the application, preference points, and the type or size of unit needed. Each pre-application will be documented as to preference of housing location for which they are eligible and would like to occupy: Gifford or Stanton Tower, noting the exception that Stanton Tower is designated Elderly only.

14.2 Deconcentration Policy

The Fremont Housing Authority will affirmatively market housing to all eligible income groups. Presently all developments are not located in any poverty areas, therefore, deconcentration is not an issue.

14.3 Offer of Unit

At a minimum, the waiting list will include the following information for each applicant:

14.3.1 Name

14.3.2 Application Number

14.3.3 Date and Time of Application

14.3.4 Elderly, Disabled, Family, Near-Elderly or Single Person

14.3.5 Handicap unit needed

14.3.6 Racial or Ethnic Designation of Head of Household

14.3.7 Unit Offers and Refusals (including dates)

14.3.8 Unit Assigned and Date;

14.3.9 Preference location and eligibility for occupancy: Gifford or Stanton Tower;

14.3.10 Preference points

14.4 Priority to Elderly and Disabled

In selecting applicants, the PHA will give preference to Elderly and Disabled Persons over Near-Elderly or Single Persons. If an Elderly or Disabled Person is on a waiting list, the PHA will not select a Near-Elderly or Single Person for occupancy even if that person is first on waiting list. Rather, the PHA will skip over the Near-Elderly or Single Person and serve the next elderly person on the waiting list.

14.5 Offers

As dwelling units become available for occupancy, the verified, eligible applicant first on the waiting list for the available size of unit shall be offered a unit in accordance with the following plan:

14.5.1 The PHA will offer a suitable unit to an applicant for the property of their eligibility and choice and the applicant will have the right to accept the unit offered. Units will be offered based on the date and time a unit has been vacated the longest. An applicant will be allowed 3 working days to accept the unit offered. An applicant may only refuse an acceptable unit once before they are removed from the waiting list. Applicants who are removed from the waiting list because they refuse an offer may not reapply for housing for a period of one year (12 months).

14.5.2 Under certain circumstances the PHA may allow the applicant to refuse a unit and remain at the top of the waiting list. If the PHA is satisfied that the refusal meets the criteria below, the PHA will consider the refusal of the offer to be an "allowable refusal," and will not remove the applicant from the waiting list.

- a. The applicant is willing to accept the unit offered, but is unable to move at the time of the offer and presents clear evidence to substantiate this claim. For example, the applicant is unable to move at that time because of health reasons.

- b. The applicant's acceptance of a given unit will result in undue hardship or handicap not related to consideration of sex, race, color, or national origin, and the applicant presents clear evidence to substantiate this claim. *For example, acceptance of the unit would cause employment to be inaccessible to the applicant.*

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

14.6 Purging the Waiting List

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

14.7 Missed Appointments

All applicants who fail to keep a scheduled appointment with the Fremont Housing Authority will be sent a notice that their name has been removed from the active waiting list and placed in the inactive waiting list. The inactive waiting list contains the pre-applications of all persons who have requested to have their name removed, been removed because of non-eligibility, or have not responded to contacts made by the PHA. The PHA will document the file that the appointment was missed. Families whose applications are withdrawn or removed may not reapply for housing for a period of 1 year (12 months)

If the applicant can show good cause why they missed the appointment, the PHA will reschedule the appointment and

following review of the good cause, may activate the file and may place them back on the active waiting list.

10.0 OCCUPANCY STANDARDS

15.1 Occupancy Table

In order to promote efficient and economical use of scarce housing resources, the PHA will use the following guidelines to determine the unit size required to accommodate a family of a given size:

NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	MINIMUM	MAXIMUM
1	1	2
2	1	2

15.2 Room Limits

The PHA will assign unit sizes so as not to require use of the living room for sleeping purposes. The PHA will assign unit sizes so that no more than two persons are required to sleep in any bedroom.

15.3 Family Composition

The HA will consider the relationship, age, gender, health, and disability of the family members when determining the appropriate unit size.

15.4 Determining Family Size

The PHA will consider every member of a family reasonably expected to live in the unit.

15.5 Waivers

The HA may waive the standards to accommodate a person's disability. When considering waivers, the PHA will consider the size of the unit, the size of the bedrooms, and the number of the proposed occupants.

15.6 Single Persons and Near-Elderly

The PHA will not assign a single, near-elderly person living alone, who does not qualify as elderly or disabled, to a unit larger than one bedroom unless the person can present a compelling need that requires the PHA to provide a larger unit. The PHA will not waive this provision.

15.7 Live-In Aide

If medically required and with the consent of the PHA, a live-in aide may reside in the unit with written permission, evaluation, and acceptance by the standards set within the Admissions and Continued Occupancy Policy and approved by the Executive Director. The living room may be accepted as sleeping quarters with this arrangement. The status of the live-in aide qualifications will be evaluated every six months. The Live In Aide will not be listed on the application, will not become a household member on the Dwelling Lease and will have no rights to the unit as a remaining member of the family if the resident leasing the unit is removed from the unit for death, eviction or termination of lease.

11.0 LEASING PROCEDURES

16.1 Current Lease

Upon admission, the PHA will execute a lease with the family. The PHA will not admit a family to a unit until it has executed a lease for that unit. The PHA will ensure that the lease is current at all times and is compatible with PHA policies and local, state, and federal law. The PHA will keep its current lease available for review at the PHA office.

16.2 Signing the Lease / Legal Age

The PHA will execute a lease only with persons who are 19 years of age as of their last birthday. The Lease will be signed and dated by the Head of Household, the Spouse or any other adult member over the age of 19 years. The designated PHA representative must also sign the lease

16.3 Security Deposit

Prior to admission, the PHA will require the family to pay a security deposit. Solely for proven cases of Hardship, the PHA may admit a family and allow the family to pay the security deposit in four equal installments due and payable with the monthly rent. In that instance, the PHA will include a Payment Agreement schedule in the tenant's file. Payments must be made in accordance with the Payment Agreement and if not made according to terms, will be considered reason for termination of the lease.

16.4 Holding a Unit

In accordance with the Tenant Selection and Assignment Policy, the PHA will hold a unit for three (3) working days following

notification to a family that a unit is available. If the unit is not accepted within three days of notification, the offer will be documented and after the first refused offer of a unit, the applicant will be removed from the Wait List.

When applicant accepts a unit and executes a lease agreement and upon receipt of one month's rent and security deposit, the PHA will hold the unit for a maximum of 30 days. If applicant fails to move in within the 30 day period, the rent is forfeited but the Security Deposit will be refunded if requested in the manner established by the housing authority.

The PHA will not execute a lease that would become effective more than 30 calendar days after lease execution. No lease will have a date that is effective before the unit is ready for occupancy.

16.5 Modifications

The PHA will issue a Lease Addendum/Notice of Rent Adjustment and execute other modifications of the lease agreement in accordance with the requirements stated in the lease.

16.6 Special Charges and Occupancy Rules

The PHA will publicly post all schedules of special charges for services, repairs, utilities, and rules and regulations which are incorporated into the lease by reference. The PHA will furnish copies of such information to all new tenants either attached as an addendum to the Dwelling Lease, as part of the Tenant Move-In Packet or as described in the Resident Handbook. The PHA will inform applicants of the existence of such information. The Handbook is merely a guide with helpful housing information for new residents and not to be considered policy of the Housing Authority. The information in the Handbook is subject to change at any time without board approval or posting for public comment.

The PHA will provide at least 30 days written notice to all affected tenants of any proposed changes in the policy, schedules or rules. The notice will provide an explanation of the changes and offer the tenant an opportunity to submit written comments, which the PHA

will consider prior to implementing the proposed modifications. A copy of such notice shall be:

16.6.1 Delivered directly or mailed to each tenant or;

16.6.2 Posted in a conspicuous place at the project office.

16.7 Move-In Packet

At the Move In Interview , the PHA will provide each new tenant with a Move-in Packet. That packet will contain a copy of the Dwelling Lease, Occupancy Rules & Regulations, reference to the Admissions and Continued Occupancy Policy available in the main office, Grievance Procedure, Schedules of Special Charges, Community Service Policy, Pet Policy, Rent Collection Policy, Transfer Policy, Income Verification Procedures, Lead-Based Paint Notification when applicable, Resident Handbook, and other information pertinent to resident housing and the unit.

12.0 SCHEDULE OF RENTS AND OTHER CHARGES

17.1 Schedule of Rents

The PHA will calculate the amount of rent and other charges in accordance with the appropriate Federal Regulations. The Definitions section of this policy contains more detailed explanations of Total Annual Income, Adjusted Income, and Tenant Rent.

17.1.1 In general the Total Tenant Payment is based on Annual Income and is the higher of the following rounded to the nearest dollar:

- a. 30 percent of monthly adjusted income; (annual income less eligible allowances and divided by 12) or
- b. 10% of monthly gross income.

17.1.2 Minimum Rents. The Fremont Housing Authority has set the minimum rent at \$50.00. However, if the family requests a hardship exemption, the Fremont Housing Authority will immediately request proof of hardship and appropriate documentation to substantiate a hardship and whether the hardship is of a temporary or long-term nature.

17.1.3 Flat Rents. The market value of the rent for the area. Fair Market Rents are established by HUD and implemented by FHA on an annual basis, therefore Flat Rents may change from year to year.

17.2 Security Deposit

The PHA will require each tenant to pay a security deposit in an amount determined by the PHA. The PHA will post the current security deposit amount at the Administration Office window. The PHA will require such payment to be made prior to occupancy unless other arrangements are made through a Repayment Agreement.

Following the tenant's move-out, the PHA may deduct certain charges from the security deposit including but not limited to:

17.2.1 Any unpaid rent or other charges for which the tenant is liable;

17.2.2 Cleaning costs for the unit and appliances; or

17.2.3 Breakage or damage which is not due to normal wear and tear.

The resident must request the return of the security deposit in writing to the PHA office, signed and dated, and provide a forwarding address where the refund can be mailed. If the request is not received within 60 days of move out, the housing authority is not obligated to refund the security deposit to the tenant. The PHA will return the balance of the security deposit, if any, within 30 days receipt of the written request for security deposit, following the move out inspection of the unit, and the return of all keys issued by the PHA.

17.3 Pet Security Deposit

The PHA allows pets in developments for the elderly and disabled. The PHA requires pet-owning tenants in those developments to pay an additional pet security deposit to be used by management at the termination of tenant's lease toward reimbursement of the cost of

repairing any damages to the dwelling unit caused by the pet. The PHA will charge the pet deposit in accordance with its Pet Policy. The PHA will not charge a deposit for an assistive animal (for example, a seeing eye dog).

17.4 Additional Charges

From time to time the PHA may find it necessary to assess additional charges for certain services. The PHA will make all new tenants aware of these charges and post a schedule of these charges on the bulletin board outside its office. As the PHA updates the schedule, it will provide a 30-day notice of the new schedule of charges to all tenants.

17.5 Accessible Units

If a family who does not need special accessibility features moves into a unit they must sign an addendum to the lease whereby the family agrees to transfer if FHA requires the unit to house someone needing accessibility features.

17.6 Live-In Aides

If a tenant/applicant requires a live-in aide, FHA will require the tenant and applicant to sign a Live-In Aide request, in which the aide agrees to follow FHA rules and acknowledges no right of tenancy. If authorized and verified by a medical professional(s), and approved by FHA, FHA will attach the request to the lease as an addendum. Live-in-Aides are not included in the household composition and do not sign the lease. They have no rights to remaining member of a family should the head of household be evicted, move out or die.

17.7 Repayment Agreement

If a tenant/applicant owes FHA money and FHA agrees to a repayment agreement, FHA will attach an addendum in which the tenant agrees to abide by the agreement as a condition of tenancy. An applicant can be denied housing if there is no effort to either pay in full or enter into a repayment agreement with the Fremont Housing Authority on money owed. The tenant may be terminated if the payments are not made in a timely manner according to the repayment agreement or the tenant defaults on the agreement.

If an applicant owes another PHA charges then the tenant may enter into an agreement to pay back the Housing Authority or Landlord it owes. The Fremont Housing Authority can deny an application if the applicant refuses to either pay back or enter into a repayment agreement to pay back the previous Housing Authority or Landlord.

13.0 VERIFICATIONS OF APPLICANTS STATEMENTS AND INCOME

FHA must put forth a conscientious effort to ensure use of all available resources, including upfront income verification/enterprise income verification (UIV/EIV) techniques, to obtain verification of tenant reported, unreported or underreported income. There is an increased burden on the PHA to verify earned income and social security benefits. While other income components, such as assets are important, earned income and social security benefits are material components of income that have high rates of under-reporting and represents a large portion of subsidy payment errors.

HUD regulations require FHA to obtain and document third party verification of reported family annual income. However, if third party verification is not available, the PHA must document in the tenant file the reason why third party verification was not available.

FHA will use the HUD UIV/EIV verification techniques, which is considered a type of third party verification, during required reexaminations (and initial application, if available) of family income.

There are several methods available for FHA to verify and document income and assets. FHA will use UIV/EIV techniques to improve the accuracy and efficiency of the income verification process.

18.1 Upfront Income Verification/Enterprise Income Verification :
Upfront Income Verification and Enterprise Income Verification Procedures are attached as an addendum of the Admissions and Continued Occupancy Policy.

The procedures describe the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

18.2 Types of Income That May Be Verified Using Upfront Income Verification

18.2.1 Gross Wages and Salaries (including overtime pay, commission fees, tips, bonuses, and other compensation for personal services).

18.2.2 Unemployment Compensation

18.2.3 Welfare Benefits

18.2.4 Social Security Benefits (including Federal and State benefits, Black Lung benefits, dual benefits).

(a) Social Security (SS)

(b) Supplemental Security Income (SSI)

Note: Other income types (i.e., child support, pensions, ect.) will be verified using upfront income verification techniques if the resources are available.

18.3 Available Upfront Income Verification Techniques

FHA may obtain upfront income verification through the following methods:

18.3.1 Computer matching agreements with a federal, state, or local government agency, or a private agency.

18.3.2 Use of HUD's Tenant Assessment Subsystem (TASS) or

18.3.3 Submit direct requests for income verification to a federal, state, or local government agencies or a private agency.

Note: The FHA **must** have a valid HUD Form 9886 signed by all household members who are 18 years of age or older in the tenant file.

18.4 Use of Third Party Verification to Supplement Upfront Income Verification

Upfront income verification replaces, to a large extent, the more time consuming and less accurate third party verification process of contacting individual employers identified by the family or reviewing outdated income verification documents. However, third party verification may continue to be necessary to complement upfront income verification, for example, when the tenant disputes the data.

18.4.1 Written Third Party Verification: Independent Verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family.

18.4.2 Oral Third Party Verification:

Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family, via telephone or in-person visit.

18.4.3 Document Review:

The PHA reviews original documents provided by the tenant in support of their declaration of income during the income reexamination.

18.4.4 Acceptable Participant-Provided Documents

All documents should be dated **within the last 60 days** of the interview. Below is a summary of some acceptable participant-provided documents:

- Consecutive and original pay stubs
- Social Security Administration award letter
- Bank statements
- Pension benefit statements
- Temporary Assistance to Needy Families (TANF) award letter
- Other official and authentic documents from Federal, State, or local agency

18.4.5 Tenant Certification:

The tenant submits an affidavit or notarized statement of reported income and/or expenses. This verification method

should be used as a last resort when all other verification methods are not possible.

18.5 Levels of Verification Methods

PHAs should begin with the highest level of verification methods.

Upfront	Highest Highly Recommended highest level of third party verification
Written 3rd Party	High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)
Oral 3rd Party	Medium Mandatory if written third party verification is not available
Document Review	Medium-Low (Use on provisional basis)

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	Level 5	Level 4	Level 3	Level 2	Level 1
Wages/Salaries	Use of computer matching agreement with a State Wage information Collection Agency (SWICA) to obtain wage information electronically , by mail or fax or in person	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by-phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more). W-2 forms etc. from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. Note: The PHA must document in the tenant file, the reason third party verification was not available

Verification of Employment Income: The PHA should always obtain as much information as possibly about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form. **Effective Date of Employment:** The PHA should always confirm start and termination dates of employment.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	Level 5	Level 4	Level 3	Level 2	Level 1
Self - Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. Note: The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The PHA must document in the tenant file, the reason third party verification was not available.
<p>Verification of Self-Employment income: Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.</p>					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHA's to use	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHA's to use TA SS	The PHA may accept an original SSA Notice from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the file, the reason third party verification was not

		TASS)			available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. Note: The PHA must document in the tenants file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	Level 5	Level 4	Level 3	Level 2	Level 1
Child support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or Child support payer to obtain current child support amount and payment	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. Note: The PHA must document in

		status.		status. Note: The PHA must document in the tenant file, the reason third party verification was not available.	the tenant file, the reason third party verification was not available.
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Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person	The PHA mails, faxes or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
	Use of HUD systems when available				
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. Note: The PHA must document in the tenant file the reason	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts, Note: The PHA must document in

				third party verification was not available.	the tenant file, the reason third party verification was not available.
Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	Level 5	Level 4	Level 3	Level 2	Level 1
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the source to obtain asset and asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares asset and asset income. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	Note: The independent source completes the form and returns the form directly to the PHA. The tenant should not hand carry documents to or from the independent source.	The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.

Note: The PHA must not pass verification costs along to the participant

Note: In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations) this policy should be a part of the PHA's written policy)

18.6 EXCEPTIONS TO THIRD PARTY VERIFICATION REQUIREMENTS

It is acceptable for PHAs to review original documents provided by the tenant. However, the PHA is required to document in the family file the reason(s) why third party verification was not available. The PHA should also maintain a photocopy of the original document in the family file.
Exceptions to Third Party Verification Summary:

18.6.1.1 Income

18.6.1.1.1 PHA made at least two documented attempts to obtain third party verification, with no luck.

18.6.1.1.2 The income source does not have the capability to provide written or third party verification.

18.6.2.1 Assets and Expenses

18.6.2.1.1 PHA made at least two documented attempts to obtain third party verification, with no luck.

18.6.2.1.2 The asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third party verification.

Below is a summary of examples in which third party verification may not be available.

INCOME TYPE	REASON 3 RD PARTY VERIFICATION IS NOT AVAILABLE
Checking/Savings Account	Balance is under a specified reasonable threshold (determined by the PHA and included in PHA plans and policies) and it would not be cost effective to incur bank verification fee and/or use PHA administrative staff time to facilitate 3 rd party verification.
Employment	PHA has attempted third party verification (and documented the tenant file) and has not received a response. It would not be reasonable or cost effective to continue seeking 3 rd party verification.
Self-Employment Verification	The tenant may do odd jobs such as babysitting, cutting lawns, running errands for various people, or other Schedule C type work. Often times, the participant cannot provide a name and address or telephone number for the PHA to confirm this type of income, thus making it impossible for the PHA to obtain 3 rd party verification.
Social Security Benefits	Benefit information is not available in HUD's Tenant Assessment Sub-system (TASS) and the Social Security Administration (SSA) Office does not accept verification requests from PHAs. (Examples of why data is not available: invalid SSN in PIC system, newly admitted family into program)
Unemployment Benefits	PHA does not have a computer matching agreement with the State Wage Information Collection Agency (SWIC) to obtain income verification. SWIC refuses to provide information over the telephone or in writing.
Welfare Benefits	PHA does not have a computer matching agreement with the local welfare office to obtain income verification, Local welfare office refuses to provide information over the telephone or in writing.

Note: HUD requires PHAs to provide adequate documentation for lack of third party verification of earned income.

All applicants must sign a Tenant Applicant Certification stating that under penalty of perjury, all information given on the application for tenancy is true. All members on the application will be required to show proof of age, through means of a Photo ID &/or Birth Certificate.

18.5 Verification of Social Security Number

Prior to admission, it is mandatory that each family member provide verification of their Social Security number. The HA will require and verify social security numbers for all family members over the age of six. If a family member does not have a social security number, the HA will require the Head of Household to sign a certification stating that the person does not have one and the Social Security Number must be obtained immediately.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Fremont Housing Authority will accept letters from the Social Security Agency that establishes and states the number. If a family member has lost or does not have a Social Security card, they will be required to sign a form (Application for a Social Security card) in order to receive one. If the individual is at least 62 years of age, they will be given 90 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family could be denied admission or evicted.

18.6 Citizenship

The PHA will require citizens of the United States to sign a declaration of U.S. Citizenship. The PHA will require eligible non-citizens to sign a declaration of eligible immigration status and to submit the original INS documents required by federal regulations. The PHA will make a copy of the individual's INS documentation and place the copy in the file. The PHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the PHA will mail information to the INS in order that a manual check can be made of INS records. The PHA will not delay, deny, or terminate assistance because the verification of immigration status and/or appeals process has not been completed

18.7 Timing of Verification

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

When an interim reexamination is conducted, the PHA will verify and update all information related to family circumstances and level of assistance (or the PHA will only verify and update those elements reported to have changed).

14.0 TENANT RENT

19.1 Family Choice

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

19.1.1 Families who opt for the flat rent will be required to go through the income reexamination process every three

years, rather than the annual review they would otherwise undergo.

19.1.2 Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:

- a. The family's income has decreased
- b. The family's circumstances have changed increasing their expenses for medical care, etc.
- c. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- d. The family will only be allowed to change twice during one anniversary year of their lease unless there are extenuating circumstances. If this occurs it will be reviewed by the Executive Director.

19.2 Minimum Rent

The Fremont Housing Authority has set the minimum rent at \$50.00. However, if the family requests a hardship exemption, the Fremont Housing Authority will immediately review the hardship case and if hardship is determined, the PHA will suspend the minimum rent for the family until the HA can determine whether the hardship is of temporary or long-term nature.

19.2.1 A hardship exists in the following circumstances:

- a. When a family has lost eligibility for or is waiting on eligibility determination for a Federal, State, or local assistance program; however, in the case of welfare fraud or non-compliance sanctions, reduction in rent is not allowed.

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

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

19.3 The Flat Rent

The Fremont Housing Authority has set a flat rent for each public housing unit. The PHA establishes the value of the unit as determined by the current Fair Market Rent Schedule. The amount of the flat rent will be reevaluated annually and adjustments applied if applicable. Adjustments are applied on the anniversary date of each affected family.

The Fremont Housing Authority will post the flat rents at each of the developments and they will be incorporated in this policy upon approval by the Board of Commissioners.

Flat Rent for a 1-bedroom apartment is \$326.00.

Flat Rent for a 2-bedroom apartment is \$.

19.4 HUD's Formula for Income Based Rent

The greater of:

10% of gross monthly income; or

Thirty percent (30%) of adjusted monthly income

Deductions Allowed:

\$400 Elderly/Disabled Household

Out of Pocket medical and disability assistance expenses in excess of 3% of Annual Income for persons over 62 and/or disabled Head of Household.

\$480 for children under 18 in household &/or full time students

15.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

According to HUD statute, in order to be eligible for continued occupancy, every non-exempt adult family member must contribute eight hours per month of community service (not including political activities or employment) within the community in which the public housing development is located.

20.1 Exemptions

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

20.1.1 Family members who are 62 or older.

20.1.2 Family members who are blind or disabled and certify that they are unable to comply with the requirement.

20.1.3 Primary care giver for someone who is blind or disabled.

20.1.4 Family members engaged in work activity.

20.1.5 Family members who are exempt from work activity under Part A Title IV of the Social Security act or under any other State welfare program, including the welfare-to-work program.

20.1.6 Family members receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program and who have not been found to be in non-compliance with state or TANF requirements.

Because exemptions to the Community Service requirement are statutory, HUD does not have the authority to approve additional exemptions; therefore, PHAs cannot approve additional exemptions, either.

20.2 Notification of the Requirement

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

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

The notification will advise families that their community service obligation will begin upon New Move In or the effective date of their first annual reexamination on or after 6/1/2003. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

20.3 Volunteer Opportunities

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

The Fremont Housing Authority will provide a list of local agencies, schools, hospital and businesses throughout the community through which community service requirements may be performed. It is the tenant's responsibility to contact the agencies and schedule community service hours.

The Fremont Housing Authority may create volunteer positions such as hall monitoring, distribution of newsletters and other printed materials, litter patrol, decorating, and servicing dinners such as Christmas and Thanksgiving Parties for the tenants.

20.4 The Process

At each new move –in or the first annual reexamination on or after the passing of this policy, and each annual reexamination thereafter, the Fremont Housing Authority will do the following:

20.4.1 Provide a copy of the Community Service Policy and Agreement along with a list of volunteer opportunities to the tenants.

20.4.2 Provide instructions for documenting community service hours by the agency supervisor who will record hours, date and time for each period of work.

20.4.3 The housing authority staff person will track the progress of the tenant and review 90 days prior to year end, or at the recertification appointment.

20.4.4 If the tenant is in non-compliance of the Community Service Work hours required, the tenant will be notified of the non-compliance and given another 12 months to make up the

previous year hours plus fulfill the required hours for the ensuing year and at that time inform the tenant that if the hours are not made up, the lease will terminate at the end of the second year.

20.4.4 Thirty (30) days before the tenant's next lease anniversary date, a staff member will advise the tenant in writing whether the applicable tenant is in compliance with the community service requirement.

20.5 Notification of Non-Compliance with Community Service Requirement

20.5.1 Violation of the Community Service Requirement is grounds for non-renewal of the lease at the end of the 12-month lease term. If the Fremont Housing Authority determines that a family member has failed to fulfill the community service requirement, the PHA must notify the tenant.

20.5.1 The Notice will briefly describe the noncompliance and state that the PHA will not renew the tenant's lease at the end of the 12 month lease term.

20.5.2 The notice will also state the thirty (30) day notification of lease termination to the family member(s) determined to be in non-compliance of the community service requirement.

20.5.3 The notice will state the date the lease will be terminated, which should be the upcoming annual recertification date.

20.5.2 The Notice will state that the determination is subject to the grievance procedure; and

20.5.3 That, unless the family member(s) enter into an agreement to comply and make up all hours not served the first year plus the 96 annual hours required over the course of the next recertification period, the lease will not be renewed and will be terminated on the second annual reexamination date.

20.6 Opportunity for Cure

- 20.6.1 The Fremont Housing Authority will offer the tenant the opportunity to enter into an agreement at the first anniversary of the community service term.
- 20.6.2 The agreement shall state that the tenant agrees to contribute to community service for as many hours as needed to cure the non-compliance by making up the required hours over the next 12 month term of the new lease.
- 20.6.3 The cure shall occur over the 12-month period beginning with the date of the first annual recertification date and the resident shall at the same time stay current with the current year's community service requirement.
- 20.6.4 The first hours a resident earns goes toward the current commitment until the current year's commitment is fulfilled.
- 20.6.5 If any applicable tenant does not accept the terms of the agreement or falls behind in their obligation under the agreement, the Fremont Housing Authority shall take action to terminate the lease.
- 20.6.6 Under no circumstance will the tenant be allowed to renew the lease beyond the second year of non-compliance with the Community Service Requirement.

16.0 RENT COLLECTION POLICY

21.1 Rent Payment Due

All lease agreements with tenants of the Fremont Housing Authority shall contain provisions making all monthly rent payments due on the first day of each month. The rent shall be deemed paid when the payment is actually received at the office of the Fremont Housing Authority, 2510 N. Clarkson and 2600 N. Clarkson, Fremont, NE 68025.

21.2 Non-Sufficient Funds

The PHA will consider the receipt of a Non-Sufficient Funds (NSF) check as non-payment of rent. The PHA will charge equal to what the bank charges the housing authority for all returned checks, in addition to the current late charge schedule for any late charges. The PHA will issue a Notice of Lease Termination for non-payment of rent requiring the tenant to retrieve the NSF check and pay the rent and late charges with cash or money order within 14 days.

21.3 Schedule of Late Charges

If the rent is not paid on or before the 10th day of the month, a late payment charge will be applied as follows: \$20.00 will be assessed for payments made on the 11th through the 15th day of the month. Payments made on the 16th day and after will be assessed at the rate of an additional \$5.00 per day. This late charge is immediately due as an addition to that month's rent, and must be paid before that month's rent will be considered to be paid in full.

21.4 Notice Information

The rent is due on or before the close of business the 10th day of each month. If the 10th falls on Sunday, the rent is due on the Authority's next work day. At the close of business on the designated date, the Fremont Housing Authority will send a notice by first class mail to any tenant whose rent has not been received. The notice will inform the tenant of the assessment of the late charge, and will inform the tenant that if the unpaid rent, including any late charge, is not paid within a specified period of time, the lease will be terminated. The tenant will then be expected to move from the premises and if the tenant fails to voluntarily move, court proceedings will be initiated by the Housing Authority to remove them.

21.5 Waiver

The PHA may waive the Lease Termination procedure in hardship cases if the tenant immediately contacts the office to explain the reasons for late payment. If this proves acceptable, the PHA will execute a written repayment agreement with the tenant stipulating the payment date. However, the HA will still assess the late charges. The Fremont Housing Authority does reserve the right to accept payment in full or in part after the time allowed for payment in the notice if, in the discretion of the Fremont Housing Authority, the tenant can establish with supporting written documents that:

21.5.1 the lateness of payment was due to extraordinary circumstances over which the tenant had no control and

21.5.2 payment in full will be made prior to the date on which the next monthly rent payment will be due.

The tenant must establish these facts within the time allowed for payment in the notice in order to delay or prevent the initiation of court proceedings to recover possession of the premises.

21.6 Payments of Less Than Full Amount

Payments of less than full amount of rent owed will not be accepted by the Fremont Housing Authority at any time except as provided in Payment In Full. No attempted payment of rent, whether it be a partial payment or payment in full, will be accepted by the Fremont Housing Authority, except as provided in paragraph 21.5 nor will such attempt of payment delay or eliminate any court action to recover possession of the premises.

21.7 Time Period

The period of time allowed for payment in the notice shall conform with the requirements of state and federal statutes and regulations. At the time of the passage of this resolution the time allowed for payment shall be 14 days from the date of Notice of Termination. If the 24th falls on Saturday, the rent is due on the Authority's working day prior to the 24th. If the 24th falls on Sunday, the rent is due on the Authority's next work day.

21.8 Payment and Legal Action

If payment in full, including late charges, is received within the time allowed for payment in the notice no legal action will be initiated by the Fremont Housing Authority against the tenant. If payment in full is not received within the time allowed for payment in the notice, the Fremont Housing Authority through its Executive Director and legal counsel shall immediately commence an action in the appropriate court to recover possession of the leased premises.

21.9 Notice of Grievance Procedure

The notice shall also remind the tenant of the tenant's rights under the Grievance Procedure of the Fremont Housing Authority. If a grievance is timely filed, no court proceedings shall be initiated until the grievance is fully resolved.

21.10 No New Lease Agreement

Any tenant evicted from a Fremont Housing Authority unit, whether for non-payment of rent or other breach of the lease, will not be allowed to enter into a new lease agreement at a later date with the Fremont Housing Authority unless all rent and other amounts incurred by the Authority in obtaining a judgment in court proceedings have been paid in full and the tenant is in good standing with the PHA.

21.11 Delivery of Policy

The Executive Director, or designated staff person, of the Fremont Housing Authority shall deliver a copy of Rent Collection portion of the Occupancy Policy to all present Housing Authority tenants, and shall hand deliver to all future Housing Authority Tenants during the Pre-Occupancy Conference a copy of said Rent Collection Policy. The Executive Director shall also see that future leases incorporate by reference the provisions of this resolution.

17.0 REEXAMINATION OF FAMILY INCOME AND COMPOSITION

22.1 Annual Reexaminations

The PHA will annually reexamine each tenant family's income and composition in order to determine the appropriate Tenant Rent to charge for the ensuing year. The PHA will also utilize the opportunity to determine if the unit size remains appropriate and to review any pertinent issues with the family.

22.1.1 The PHA will perform annual reexaminations for all tenants up to four months before the anniversary date of their lease. Annual rent adjustments will be effective on their anniversary date each year. The PHA will complete the process at least thirty (30) days prior to that date in order to give each family adequate notice of any rent change. The Housing Authority will start the process beginning four months (120 days) before the anniversary date of tenancy each year.

22.1.2 The HA will require a written Annual or Interim Declaration from each family, signed by the head(s) of household. The application will set forth all data and information necessary to enable the PHA to determine the appropriate Tenant Rent. In addition the PHA will require the appropriate family members to sign authorizations for release of information, certifications, and other requisite forms in order to verify the information and complete the process.

21.1.3 A written schedule appointment, stating date and time, shall be given to each tenant for their yearly reexaminations. If the tenant is unable to be at the scheduled appointment for a very good reason then a new schedule time will be made. If there is a continued lack of cooperation to complete the recertification process, the PHA will issue a 30-day notice to terminate the tenant's lease. In order to maintain occupancy of the unit, the PHA will require the family to schedule an appointment and complete the necessary paperwork within that 30 days.

Tenants may schedule another appointment if they feel they want to switch the formula for paying rent (such as a flat rent to a formula rent).

22.2 Flat Rent Re-examinations

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

22.2.1 Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

22.2.2 The amount of the flat rent.

22.2.3 A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

22.2.4 Tenants who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

22.2.5 Tenants who opt for the flat may request to have a reexamination and return to the formula-based method at any time for any of the following reasons.

a. The tenant's income has decreased.

- b. The tenant's circumstances have changed increasing their expenses for medical care, etc.

- c. Other circumstances creating a hardship on the tenant such that the formula method would be more financially feasible for the family.

Each year prior to their anniversary date, Fremont Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Fremont Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. The tenant will sign a form stating they do want the choice of paying flat rent.

22.3 The Formula Method

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

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

The total rent is equal to the highest of:

10% of monthly income or

30% of adjusted monthly income.

22.4 Ceiling Rent (removed)

22.5 Interim Reexaminations

Under certain circumstances the PHA will reexamine a family's income and/or composition between annual reexaminations. For such interim reexaminations, the PHA will examine and verify only the circumstance that has changed. The PHA will not perform a complete reexamination and verification of all family income and composition unless the situation warrants it. The PHA will perform interim reexaminations under the following circumstances:

22.5.1 There is a change in family composition. The PHA must review and approve the eligibility of an additional person in the unit.

22.5.2 The tenant family requests a rent review due to a decrease in family income of more than \$100 per month or \$1200 annually, or a change in other circumstances that would lower the rent payment.

22.5.3 The PHA had calculated the current rental payment for a temporary time period, and planned an interim review.

22.5.4 There is a change in HUD regulations requiring such a review.

22.5.5 There is an increase in the family annual income of \$100 a month or \$1200 annually.

22.5.6 The HA receives the Interim Declaration completed, signed, and dated by the 15th of the month prior to the month the interim is requested, pending timely return of third party verifications.

22.6 Reporting Deadline

FHA requires tenants to report all changes in income and family composition within ten (10) days of the date of change. An Interim Declaration must be completed, signed and dated by the 15th of the month for an interim to be processed by the 1st of the following month. Tenants must report all assets and income of all family members.

22.7 Rent Adjustments

The PHA will issue a Notice of Rent Adjustment informing the family of any change in the family's rent. The PHA will give the family at least 30 days notice of any rent increase. In the case of implementing a new Dwelling Lease adopted by the PHA, the new lease will be signed in lieu of the Notice of Rent Adjustment. Generally, the PHA will make rent increases effective the first day of the month following the change. The PHA will make rent decreases effective the first day of the month following the verified change. The Notice of Rent Adjustment will inform the tenant family of its right to request a grievance hearing in accordance with the Grievance Procedure. The rent will remain in effect until the next annual reexamination or until circumstances occur that warrant an interim rent review.

22.8 Interim Rent Adjustments

FHA will issue a Notice of Rent Adjustment informing the family of any change in the family's rent resulting from an interim reexamination. The rent will remain in effect until the next annual reexamination or until circumstances occur that warrant an interim

rent review. FHA will give the family at least 30 days notice of any rent increase.

If the family has met the 10-day reporting deadline, FHA will make any increase effective on the first of the month after the 30-day Notice of Rent Adjustment. If the family has not met the 10-day reporting deadline, FHA will make any increase effective the first of the month following the change, and require the tenant to pay back rent.

Failure to report within the 10 calendar day deadline may result in a retroactive rent increase, but not a retroactive rent reduction. In order to qualify for rent reductions, tenants must report income decreases promptly. Residents are also required to report interim increases in income if they have been granted interim rent reductions.

22.9 Incorrect Unit Size

If the PHA determines that the size or composition of a family has changed and that the unit occupied by the family no longer is suitable according to the PHA's Occupancy Standards, the PHA will transfer tenants to another dwelling unit in accordance with the PHA Transfer Policy.

22.10 Misrepresentations

If the PHA determines that a tenant intentionally or deliberately misrepresented or otherwise did not report income, assets, deductions, family composition, or other information on which the rent and unit size and type are based, the PHA will determine the amount of rent that should have been charged and attempt to collect the amount owed. If the family repays the amounts owed and/or moves to the appropriate size or type of unit, the PHA may allow a tenant family to remain in tenancy. Otherwise the PHA will terminate the tenant's lease in accordance with the Lease

Termination's section of this policy. At its sole discretion the PHA may allow a family to enter into a repayment agreement to pay off their debt over a specified period of time.

22.11 Termination of Employment

Tenants who willfully terminate employment, cause termination of employment or take leave of absence which results in termination of employment for the purpose of rent reduction will be eligible for a rent decrease effective 90 days after the month of decrease was reported. Tenants willfully reducing their hours or income will be sanctioned for a period of 90 days effective the immediate month after the income or hours were reduced. Rent will not reduce during this period.

22.12 Effective Date of Rent

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

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

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

22.13 Zero Income Families:

Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Monetary or non-monetary contributions from person not residing in the dwelling unit for any purpose other than payment reimbursement of medical expenses shall be considered income. The form "Zero Income Checklist and Worksheet" will be used at each reexamination.

22.14 Welfare Agency Sanctions

22.14.1 Welfare Agency may reduce welfare benefit payments to sanction a

family for noncompliance with welfare self-sufficiency or work

activities requirements.

22.14.2 The PHA may not reduce the family rent contribution for families whose welfare benefits have been sanctioned by the welfare agency for noncompliance with welfare self-sufficiency or work activities requirements, or because of fraud in connection with the welfare program.

22.14.3 The family's income must include the amount of welfare benefits

that would have been paid to the family if sanctions had not been imposed.

22.15 Confidentiality

The PHA will maintain in the Tenant File all documentation and verifications relative to the information required to process the application. This information will be kept strictly confidential in accordance with the State and Federal law.

18.0 EARNED INCOME DISALLOWANCE

23.1 Self-Sufficiency Incentive – Disallowance of Increase in Annual Income

- ▶ This disallowance does not apply for purposes of admission, including determination of income eligibility and income targeting.
- ▶ Disallowance - an exclusion from annual income.
- ▶ Previously Unemployed - Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
- ▶ Qualified Family - A family residing in public housing whose annual income increases due to one of the following reasons:
 - Employment of a family member who was previously unemployed for one or more years prior to employment.
 - Increased earnings by a family member during participation in any economic self-sufficiency or other job training program.
 - New employment or increased earnings of a family member during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance.(TANF, Welfare-to-Work).
- ▶ Initial 12-Month Full exclusion –Begins on the date the qualified family member is employed or first experiences an increase in income due to employment.
- ▶ Second Month Exclusion and Phase In – Begins when a qualified family member has received cumulative month of full exclusion. Fifty percent of any increase is excluded. The exclusion extends for a total of 12 cumulative months.
- ▶ Lifetime Maximum Four Year Disallowance – The initial full exclusion is applied for a maximum of 12 cumulative months. The phase in (50%) exclusion is applied for a maximum of 12 cumulative months. The family member may repeatedly start and stop employment and the exclusion may start and stop and pick up again during the 48 month period beginning on the date of the initial exclusion. No exclusion may be given after the 48 month period, regardless of whether the family has received the full exclusion for a total of 12 months or the phase in exclusion for a total of 12 months.
- ▶ A new reexamination date must be established following application of Earned income Disallowance.

19.0 INSPECTIONS

An authorized representative of the PHA will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made and the statement will be signed by both parties with a copy retained in the Fremont Housing Authority file and a copy given to the family member. A Fremont Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State Law. The resident's security deposit can be used to offset against any Fremont Housing Authority damages to the unit.

24.1 Move-In Inspections

The PHA and a tenant will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

24.2 Annual UPCS Inspections

The PHA will inspect each unit annually to ensure that each unit meets the PHA housing standards. Work orders will be submitted and completed to correct any deficiencies. A date and time will be given in advance of the Annual Inspection to the tenant in accordance with HUD requirements.

24.3 Preventative Maintenance Inspections

This is generally conducted annually with the date and time scheduled by the maintenance department. This inspection is intended to keep items in good repair. It checks such items as flooring, , conditions of plumbing and hardware, weatherization, condition of the smoke detectors, thermostats, water temperatures, any leakage, and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit

and its equipment. A date and time will be given in advance of the Annual Inspection to the tenant in accordance with HUD requirements.

24.4 Special Inspections

A special inspection may be scheduled to enable the PHA, HUD or others to inspect a sample of the housing stock maintained by the PHA or to check on a unit following complaint from a housing staff person, a contractor working for the housing authority, a support services agency representative, another resident, or a concerned family member or friend.

24.5 Housekeeping Inspections

Generally, at the time of annual reexamination, or at other times as necessary, the Fremont Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. This may coincide with the Annual Inspection or may be considered a Special Inspection.

24.6 Notice of Inspection

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Fremont Housing Authority will give the tenant at least two (2) days written notice. This may come in the form of the monthly newsletter, a special flyer or bulletin, hand delivered to the door and/or posted on all bulletin boards on each floor and at the administration office.

24.7 Emergency Inspections

If any employee and/or agent of the PHA has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

24.8 Pre Move-Out Inspections

When a tenant gives notice that they intend to move, the PHA will offer to schedule a pre-move-out inspection with the family. The inspection allows the PHA to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing cost to the family and in enabling the PHA to ready units more quickly for the future occupants.

24.9 Move-Out Inspections

The PHA conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. Every effort is made to have the tenant present at this inspection. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

20.0 TRANSFER POLICY

25.1 Transfers

The HA will make reassignments or transfers to other dwelling units without regard to age, sex, race, color, national origin, familial status, as follows:

- 25.1.1 Requests for transfers must be written and directed to the Executive Director of the Fremont Housing Authority or his/her designee for a decision. A written decision of approval or denial will follow receipt of the required third-party medical verification for unit transfer or proof of disability determining the need for a handicap accessible unit. The Housing Authority will allow a 30-day time period for this process.
- 25.1.2 The PHA will not consider the transfer of a resident to a dwelling unit of equal size either within a project or between projects, except for alleviating hardship due to handicapped accessibility or for essential life supportive medical reasons as determined on third-party verification from the attending physician and requested by the PHA. Approval will be granted based on need at the sole discretion of the Executive Director or his/her designee.
- 25.1.3 Request for transfers initiated by a tenant must be accompanied by the name, address and phone number of the attending medical physician. The PHA will send a third-party verification form to the appointed physician for medical documentation as to condition and necessity for medical equipment, the declared disability and whether the condition is determined to be long-term or short-term. Each request and transfer will be considered on a case by case basis by the Executive Director or his/her designee.
- 25.1.4 The PHA will initiate transfers to conform with occupancy standards or to provide the appropriate type of unit to a

resident. Such transfer will take precedence over new admissions.

- 25.1.5 Transfer within programs and projects shall be made promptly to correct occupancy standards and shall receive priority over hardship and medical transfers or admission of new applicants. Transfers between programs shall be made for families requiring larger size units which do not exist within the project of residence, but shall not create hardship. In correcting occupancy standards; age, sex, and family composition shall be the determining factor.
- 25.1.6 The PHA will transfer families in under-occupied units to a smaller unit at a first available opportunity. The PHA may waive this provision to avoid a vacancy problem, to maintain full occupancy, or to prevent a hardship to the family.
- 25.1.7 If a transfer is granted, the PHA will offer one unit to a transferring family, unless there is a hardship situation as determined by the PHA.
- 25.1.8 If it is a PHA initiated transfer for the safety or protection of the tenant and the tenant refuses the unit offered, the PHA may terminate the tenant's current lease due to lack of cooperation.
- 25.1.9 All transfers will be kept at a minimum to avoid excessive or burdensome costs to the housing authority.
- 25.1.10 Transfers to a larger in size unit will only be considered for long-term medical health reasons if said transfer is needed for essential specialized, life-supportive, medical equipment to assist or provide for essential daily living functions.

- 25.1.11 No transfers will be made to larger units for medical, emotional or physical disability conditions classified as temporary.
- 25.1.12 No transfers will be made to larger units to accommodate requests for extra storage of personal possessions, oversized furniture or larger living area without one of the foregoing verified conditions.
- 25.1.13 If a transfer is granted, the PHA will provide a written notice that informs the person being offered a unit that an apartment must be occupied within 5 days after the initial date the apartment is classified as ready for occupancy.
- 25.1.14 A directed transfer may be made at PHA expense, but when directed as an alternative to eviction, shall be reimbursed by the affected tenant.
- 25.1.15 All request for transfers initiated by a tenant will be made at the tenant's expense. The tenant will be responsible for all charges of unit turnover, including but not limited to: cleaning, painting, damages, trash removal.
- 25.1.16 Transfers may be designated by the PHA if a non-handicapped person is occupying a handicapped apartment as a remaining member of a household or if a handicap person was not available for occupancy at the time a unit was vacant. At least a 30-day notice will be provided to that tenant and that tenant will not have to transfer until a unit is available to them in the same building.

25.2 Holding a Unit

The PHA will hold a unit for 3 days following notification to a family that a unit is available. If the family does not accept the unit within 3 days, the PHA will consider the offer refused and act in accordance with its one offer policy.

The PHA will consider acceptance of the unit to be the signing of a new lease and payment of security deposit on the new unit.

21.0 LEASE TERMINATIONS

26.1 Tenant Termination

The tenant may terminate the lease by providing a 30-day written notice to the PHA in the manner specified in the Dwelling Lease agreement.

26.2 PHA Termination

The PHA will terminate or refuse to renew the lease for serious or repeated violation of material items of the lease. Such violations include but are not limited to the following:

26.2.1 Nonpayment of rent or other charges.

26.2.2 A history of late payments

26.2.3 Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.

26.2.4 Failure to allow inspection of the unit.

26.2.5 Failure to maintain the unit in a safe and sanitary manner.

26.2.6 Assignment or subletting of the premises.

- 26.2.7 Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses).
- 26.2.8 Destruction of property.
- 26.2.9 Acts of destruction, defacement, or removal of any part of the premises or failure to cause guest to refrain from such acts.
- 26.2.10 Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the abuse, use, possession, sale, or manufacture of any prescription drug obtained illegally, or any illegal drug. The abuse, use, possession, sale, distribution of methamphetamine warrants a lifetime restriction to the premises of the Fremont Housing Authority.
- 26.2.11 Evidence of Criminal Activity: In determining whether to deny or terminate assistance based on criminal activity or criminal history, the housing authority may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested, charged or convicted.
- 26.2.12 Non-compliance with Non-Citizen Rule requirements.
- 26.2.13 Permitting persons not on the lease to reside in the unit more than ten (10) days each year without the prior written approval of the Housing Authority; and
- 26.2.14 Other good cause.

26.3 Notice

- 26.3.1 In the notice of Lease Termination, the PHA will state in writing, the reason for the termination, will inform the tenant of the right to make a reply as he/she may wish, will inform the tenant of the right to request a hearing in accordance with the PHA's Grievance Procedure, will inform the tenant of the right to examine and copy any documentation directly relevant to the eviction, and will otherwise comply with state and federal law.
- 26.3.2 When the PHA's Grievance Procedure does not require the PHA to afford the tenant the opportunity for a grievance hearing, the Notice will state the tenant is not entitled to a grievance hearing on the termination; will specify the judicial eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations, and will state whether the eviction is for a criminal activity or for drug-related criminal activity.
- 26.3.3 Notices of lease terminations may be sent by U.S. Postal Service, served personally or posted on the unit door.

26.4 Abandonment

The PHA will consider a unit to be abandoned when a resident has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a PHA representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secured place. A notice will be mailed to the resident stating where the property is being stored. A notice will be mailed to the resident's unit address so it can be forwarded by the post office.

The PHA has a claim against the Tenant for reasonable costs and expenses incurred in removing the property, storing the property, caring for the property, and selling the property. The Landlord can collect from the Tenant all these costs.

The PHA may sell or otherwise dispose of the property 30 days after the PHA received actual notice of abandonment or 30 days after it reasonably appears to the PHA that the Tenant has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale of the property, the PHA agrees to make reasonable efforts to notify the resident of the sale by sending written notice of the sale by Certified mail, return receipt requested to the tenant. The PHA shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The PHA may use the money from the sale to pay off any debts the tenant owes the PHA. Any amount above this belongs to the tenant, if the tenant has written and asked for it.

26.5 Zero Tolerance

The PHA will exercise zero tolerance for drug activity, other criminal activity or alcohol abuse by any PHA tenant or guest. On a monthly basis, PHA will check the police calls to all PHA owned units to monitor any potential problems. PHA will terminate the lease of any tenant who has been involved in any drug-related criminal activity on or off the premises within the past three years. PHA will terminate the lease of any tenant if PHA determines that a tenant, guest or other person under the tenant's control engages in any criminal activity or abuses alcohol in a way that may

interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors.

PHA will give consideration to a tenant who demonstrates to the satisfaction of PHA that he/she has successfully completed or is participating in a licensed, supervised drug or alcohol rehabilitation program and is no longer abusing alcohol, illegally using controlled substances or otherwise involved in drug related criminal activity. PHA will require written evidence of such participation from the professional licensed rehab center, certified or licensed professional conducting the rehabilitation or a licensed medical professional.

26.6 Judicial Proceeding

The PHA will evict tenants only by initiating appropriate judicial proceedings.

26.7 Grievances

The PHA will process and resolve grievances or appeals concerning the obligations of the tenant or the PHA under the provision of the lease in accordance with the PHA Grievance Procedure that is in effect at the time such grievance or appeal arises. The PHA will keep the current Grievances Procedure posted in the PHA office at all times and will provide all new tenant a copy of the current Grievance procedure as part of the Move In Packet.

22.0 THE PHA AGENCY/ANNUAL PLAN

27.1 The PHA will submit to HUD:

27.1.1 A 5-Year Plan once every five PHA fiscal years

27.1.2 An Annual Plan each fiscal year.

27.2 The purpose is to provide local accountability and an easily identifiable source by which public housing residents, tenant-based program participants, and other members of the public may locate basic PHA policies, rules and requirements concerning its operations, programs, and services.

- 27.3** The PHA must include in its 5 year Plan a statement of:
 - 27.3.1** The PHA missions for serving the needs of low income, very low income and extreme low income families in the PHA jurisdiction.
 - 27.3.2** The PHA goals and objectives that enable the PHA to serve the needs of the families.

- 27.4** Contents of the Annual Plan
 - 27.4.1** A statement of housing needs
 - 27.4.2** A statement of financial resources
 - 27.4.3** A statement of the PHA policies that govern eligibility, selection, and admissions
 - 27.4.4** A statement of the PHA rent determination policies
 - 27.4.5** A statement of the PHA operations and management
 - 27.4.6** A statement of the PHA grievance procedure
 - 27.4.7** A statement of capital procedures needed
 - 27.4.8** A statement of any demolition or disposition
 - 27.4.9** A statement of the public housing projects designated as housing for elderly families or families with disabilities or elderly families and families with disabilities.
 - 27.4.10** A statement of the conversion of public housing to tenant based assistance.
 - 27.4.11** A statement of homeownership programs administered by the PHA
 - 27.4.12** A statement of the PHA community service and self-sufficiency programs
 - 27.4.13** A statement of the PHAs safety and crime prevention measures.
 - 27.4.14** A statement of the PHA polices and rules regarding ownership of pets in public housing
 - 27.4.15** Civil Rights Certification
 - 27.4.16** Recent results of PHA fiscal year audit.
 - 27.4.17** A statement of Asset Management

23.0 POLICIES, RULES AND REGULATIONS

- 28.1** Any prior policies, rules or regulations of the PHA and amendment thereto that are contrary to or in conflict with the policies, rules or regulations set forth herein, are hereby expressly repealed.

- 28.2** Any rules set forth herein are subject to change by federal ruling, law and Board Resolution to amend said policy at any time. Notification of said changes to all tenants will be delivered to each

tenant either by mail or hand delivery at least 30 days before implementation or by a notice posted on the Gifford and Stanton Tower bulletin boards that a copy of said policies and changes will be available at the window of the Administration offices in Gifford and Stanton Tower and available upon request.

TERMS AND DEFINITIONS

The following is a list of terms and definitions used by the PHA in its policies and practices. To the best of the PHAs knowledge, these definitions were true and correct at the time this policy was adopted. However, many of the definitions are based on the requirements of federal regulations which are subject to frequent change. In the event that some definitions in this policy conflict with applicable federal regulations, the PHA will comply with the appropriate regulatory requirements.

50058: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

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

Adjusted Annual Income: Annual income less certain possible deductions. Not everyone is eligible for each deduction. The PHA will abide by the appropriate federal requirements to determine eligibility for deductions.

Adult: A household member who is 18 years or older or who is head of household (19 years or older), or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, and disability expenses. Other allowance can be given at the discretion of the Housing Authority.

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

Annual Income: The anticipated total income from all sources received by family members (even if a member is temporarily absent) for the 12 month period following the effective date of initial occupancy or re examination. The following list specifies income inclusions and exclusions.

Annual Income includes, but is not limited to, the following:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.
3. Interest, dividends, and net income of any kind from real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by the Department of Housing and Urban Development. (HUD).
4. The full amount received of periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, benefits for disability or death, and other similar types of periodic receipts. This includes a lump-sum payment for the delayed start of a periodic payment, except for SSI and Social Security.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. Welfare assistance payments. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance Agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, PLUS;
 - b. The maximum amount that the Welfare Assistance Agency could, in fact, allow the family for shelter and utilities.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts, including amounts received from any person not residing in the dwelling.
8. All regular pay, special pay and allowances, (such as longevity, overseas duty, rental allowances, allowances for dependants, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are living in the dwelling.

Annual Income does not include:

1. Temporary, non-recurring, or sporadic income, including gifts.
2. Lump sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal property losses. Lump sum payments for delayed start of Social Security and SSI are excluded.
3. Amounts received by the family, that are specifically for or in reimbursement of the cost of medical expenses for any family member.
4. Income of a Live In Aide.
5. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
6. (1) Amounts received under training programs funded by HUD;
 (1) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income and eligibility benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS).
 (2) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out of pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 (3) A Resident Service Stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part time basis, that enhances the quality of life in public housing; or

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by person who were persecuted during the Nazi era.
8. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
9. 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.
10. 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.
11. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. The current exclusions include:
 - (1) Value of allotment provided to eligible households under the Food Stamp Act of 1977.
 - (2) Payments to volunteers under the Domestic Volunteer Services Act of 1973.
 - (3) Payments to volunteers under the Alaska Native Claims Settlement Act.
 - (4) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian Tribes.
 - (5) Payments or allowances made under the Department of Health and Human Service Low-Income Home Energy Assistance Program.
 - (6) Payments received under programs funded in whole or part under the Job Training Partnership Act (JPTA).
 - (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 - (8) The first \$2000 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 the Interior.
 - (9) Amounts of scholarships funded under Title IV of the higher education act of 1965, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance.
 - (10) Payments received from programs funded under Title V of the Older Americans Act of 1965.
 - (11) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation, M.D.L. No. 381. (E.D.N.Y.)
 - (12) Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785).

- (13) The value of any child care provided or arranged (or amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- (14) Earned Income Tax Credit Refunds received on or after January 1, 1991.

Applicant (Applicant Family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.609)

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

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

Citizen: A citizen or national of the United States.

Consent Form: Any consent form approved by HUD to be signed by applicants and participants for the purpose of obtaining income information from employers and SWICAS.

Decent, Safe and Sanitary: Housing is decent, safe and sanitary if it satisfies the applicable Uniform Physical Condition Standards.

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

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

Disabled Person: A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423). Section 223 of the Social Security Act defines disability as:
 - a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which 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 (within the meaning of “blindness” as defined in Section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.
2. A person who has a physical, mental or emotional impairment that:
 - a. Is expected to be of long, continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in Section 102(7) of the Development Disabilities Services Assistance and Bill of Rights Acts (42 U.S.C. 6001 (7)). Section 102 (7) of that Act defines developmental disability as:
 - a. A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originated before such individual attains age 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

Displaced Family: A person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

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

Effective Date: The effective date of an examination or reexamination refers to (a) in the case of an examination for admission, the date the lease takes effect, and (b) in the case of a reexamination of an existing tenant, the date of the predetermined Total Tenant Payment takes effect.

Elderly Family: A family whose head or spouse (or sole member) is an elderly, disabled, or handicapped person. It may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with a Live In Aide.

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

Extremely Low Income Families those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Evidence of Citizenship or Eligible Immigration Status: The documents which must be submitted to evidence citizenship or eligible immigration status. See current federal regulations.

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

Family: Family means, (a) two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, or operation of law, or have evidenced a stable family relationship, (b) an elderly family or single person as defined in this part, (c) the remaining member of a tenant family, and (d) a displaced person. The term "family" is used interchangeably in this document with the terms tenant, resident, and applicant.

Family Members: All members of the household other than live-in aides who permanently reside in the unit and are listed on the lease.

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

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted income, the welfare rent, or the minimum rent. Under this method, the family's income is evaluated at least annually.

HA: Housing Authority – also PHA, Public Housing Authority – used throughout documents and forms to mean Fremont Housing Authority.

Handicapped Assistance Expense: Reasonable costs that are anticipated during the period for which Annual Income is being computed, for care attendants and auxiliary apparatus for handicapped and disabled family members which enable a family member to be employed, provided that the expenses are neither paid to a family member nor reimbursed by an outside source. The amount allowable as a deduction is the amount that exceeds 3 percent of annual income and cannot exceed the amount earned. This is an allowable deduction from annual Income for the purpose of calculating total tenant payment.

Handicapped Person: See the definition of Disabled Person.

Head of Household: The adult member of the family designated by the family who assumes legal and moral responsibility for the household.

HUD: The United States Department of Housing and Urban Development. This is an agency of the federal government that provides on-going funded to the PHA.

Income Limits: The maximum amount of income an applicant family can receive and still be eligible to be admitted to the PHA units. HUD establishes three categories of income limits: Very, Very Low Income, Very Low Income and Low Income. Depending of the age of the units, an applicant family must qualify within these categories.

Imputed Income: For households with net family assets of more than \$5000, the amount calculated by multiplying net family assets by a HUD specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In Kind Payments: Contributions other than case made to the family or to a family member in exchange for services provided or for the general support of the family (e.g. groceries provided on a weekly basis).

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

Live In Aide: A person who resides with an elderly, disabled, or handicapped person or persons, and who (a) is determined by the housing authority to be essential to the care and well-being of the person(s), (b) is not obligated for

support of the person(s); and (c) would not be living in the unit except to provide necessary supportive services.

Lower Income Family A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for small and larger families.

Medical Expenses: Those medical expenses including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by any insurance. Medical expenses are an allowable deduction only for elderly, disabled, or handicapped households. The amount allowable as a deduction is the amount above 3 percent of annual income. If the PHA deducts both Medical Expenses and Handicap Assistance Expenses for a family, The PHA will subtract the 3% of Annual Income only once.

Mixed Family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly Adjusted Income: One twelfth of adjusted income.

Monthly Income: One twelfth of annual income.

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

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

Net Family Assets: Net cash value after deducting reasonable costs that would be incurred in disposing of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian Trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. In determining net family assets, the housing authority shall include the value of any asset disposed of by an applicant or tenant for less than fair market value (including a disposition of trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Citizen: A person who is neither a citizen nor national of the United States.

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

Person with Disabilities: A person who:

1. Has a disability as defined in Section 223 of the Social Security Act, which states: "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over substantial period of time."
2. Is determined, pursuant to regulations issued by the secretary, to have physical, mental, or emotional impairment that:
 - a. Is expected to be of long continued and indefinite duration;

- b. Substantially impedes his or her ability to live independently;
and
 - c. Is of such a nature that such ability could be improved by more suitable housing conditions, or
3. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

“Severe chronic disability that”:

- 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 limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language (3) learning (4) mobility (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 that are of lifelong or extended duration and are individually planned and coordinated.”

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

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

Public Housing Agency (PHA): Any state, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development of operation of housing for lower income families.

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

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family member have left.(Handbook 7565.1 REV 2.3-5B)

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

Single Person: A person living alone or intending to live alone and who does not qualify as an elderly, disabled, or displaced person, or the remaining member of a tenant family.

Spouse: The husband or wife or partner of the head of the household.

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

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

Tenant Rent: The amount payable monthly by the family as rent to the PHA. Where all utilities (except telephone and cable) and other essential housing services are supplied by the PHA, tenant rent equals total tenant payment. Where some or all utilities (except telephone and cable) are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payments less the utility allowance.

Third party Verification: Written or oral confirmation of a family's income, expenses or household composition provided by a source outside the household.

Utilities: Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Utilities do not include telephone or cable television services. See Utility Allowance.

Very, Very Low Income Families and Very Low Income Families: Low Income families whose incomes do not exceed 30%, 50% or 80% of the median family income for the area, as determined by the Secretary of HUD with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 30, 50 or 80 % of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937)

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

Acronyms:

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards – (Section 8 Program)
HUD	U. S. Department of Housing and Urban Developments
INS	U.S. Immigration and Naturalization Service
NAHA	(Cranston-Gonzales) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	Office of Management and Budget
PHA	Public Housing Authority
QHWRA	Quality Housing Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment
UPCS	Uniform Physical Condition Standards (Public Housing Program)

FREMONT HOUSING AUTHORITY



POLICY FOR HANDLING CONFIDENTIAL DOCUMENTS

FREMONT HOUSING AUTHORITY

Adopted By Board Action ____/____/____

Resolution # _____

Policy for Handling Confidential Documents

The purpose of this policy is to establish guidelines for the use of the Enterprise Income Verification (EIV) and Upfront Income Verification System (UIV) and handling of confidential documents common to all applicants, residents and participants. It applies to all housing programs administered by the Fremont Housing Authority.

For the purpose of this policy, confidential documents include, but are not limited to, all income verifications obtained through the EIV/UIV System or any document containing social security numbers such as State Supplemental Income (FIA/SSI), Social Security Administration (SSA), Bureau of Workers Compensation (BWC), Internal Revenue Service (IRS), Unemployment Compensation (U/C), financial institutions and employers.

Other confidential documents include: medical information obtained from physicians or health care professionals, phone numbers, photo identifications, emergency contact information or information obtained for the purpose of determining whether or not a client qualifies as a person with a disability.

This policy will further outline procedures to be employed by the Fremont Housing Authority staff during initial contact, leasing, and annual reexaminations to insure that all clients are fully aware of the procedures used to collect data when determining initial and continued eligibility.

The following staff will be the affected by this policy and are responsible for ensuring that the policy is adhered to at all times, including information shared with maintenance personnel, other support staff and other agencies. Failure to adhere to the guidelines set forth in this policy is just cause for discipline up to and including discharge.

Housing Director All Housing Specialists All Accounting Personnel

All Clerk-Assistants

In order to protect the confidentiality of documents and information collected by the housing commission, the following procedures must be followed:

- 1) FHA staff shall not have more than one (1) client folder out of its original place at any time. Files removed from their original location for the purpose of recertification, lease termination or termination of assistance shall be stored in filing cabinets clearly marked as such. *(From time to time, it will be necessary for a folder to be removed from its location for the purpose of auditing or review. When that occurs, the Housing Specialist or Interviewer will be the person responsible for transporting files from the offices to the Auditor or Reviewer. All files shall be transported in one bound package, such as a*

cardboard box. Under no circumstances shall files be transported individually or sent individually.)

- 2) Upon completion of the procedure that caused the file to be moved from its original location, all papers and documents shall be secured in the file in the order described in the ***Client File Order Checklist*** and returned to their original location. No loose forms are to be left in the file at any time.
- 3) At the end of the business day, there shall be no files left on desks, chairs or floors.
- 4) All doors and files are to be locked at the end of the working day.
- 5) FHA staff shall, at all times, refrain from discussing personal information with clients or families outside the work environment. Any questions posed by clients or families are to be deferred to the following workday. If necessary, staff shall provide the client with the name of the staff best suited to handle the client's question, instruct the client to contact them on the next business day and notify the staff person that they have spoken with that person.

Under no circumstances will information contained in a file be released by phone or to an agency without first obtaining permission from the Executive Director and a signed consent for Release of Information from the client. Under this policy, Housing Specialists have the authority to release information regarding a client's ability to comply with the terms of their lease as long as the form contains a signature from the client. Housing Specialists should verify the accuracy of the signature by checking the client's file prior to releasing the information to the agency or business requesting the rental history.

y signing this policy, I hereby certify that I have read this document, understand it's meaning and that violation of this policy is just cause for disciplinary action up to and including termination.

Employee Signature

Date

Executive Director

Date

**FREMONT HOUSING AUTHORITY
2510 N Clarkson
Fremont, NE 68025
402-727-4848**

PUBLIC HOUSING DWELLING LEASE

Approved by Board Action: December 22, 2004

Public Comment Hearing April 21, 2005

Effective Date: May 1, 2005

Resolution Number : 423

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FREMONT HOUSING AUTHORITY

LEASE AGREEMENT

THIS LEASE IS IN TWO PARTS:

PART I: establishes the Terms and Conditions of the lease. These apply to all Tenants.

PART II: The lease contract. This is executed by the Tenant and the PHA, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances.

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution, and date of birth (DOB).
- Unit Address, occupancy date, project name and unit number.
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the PHA with the unit;
- All pamphlets or informational materials provided to tenant;
- Signature line for the parties to the lease (all adult members 19 and older of Tenant household must sign the lease); and
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside normal PHA working hours. (Included in the Move In Packet and Tenant Handbook)

FREMONT HOUSING AUTHORITY

PUBLIC HOUSING LEASE AGREEMENT

PART I: TERMS AND CONDITIONS

(Applicable to all Tenants)

THIS LEASE AGREEMENT is between Fremont Housing Authority (called PHA), and the occupying family, referred to as the Tenant, so named in Part II of this Lease.

I. DESCRIPTION OF THE PARTIES AND PREMISES:

- a. The PHA, using data provided by Tenant about income, family composition and needs, leases to Tenant, the property (called premises or dwelling unit) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease.
- b. The premises leased must be used as the only private residence of the Tenant and family members named on Part II of the Lease. The premises are for the exclusive use and occupancy of the Tenant and the Tenant's household.
- c. Any additions to the household member(s), including live-in aides and foster children or adults, require the advance written approval of the PHA. The PHA shall approve any additions to the household if they pass the screening criteria, occupancy standards and appropriate size unit availability. Deletions from the household shall be reported to the PHA within ten (10) days.
- d. Tenant agrees to wait for PHA approval before allowing additional persons to move into the premises. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of this lease, for which PHA may terminate the lease.

II. LEASE TERM AND AMOUNT OF RENT:

- a. Unless otherwise modified or terminated in accordance with Section XVI, the Lease Term shall be one year and shall renew automatically for terms of one calendar year.
- b. The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein.
- c. The amount of the **TOTAL TENANT PAYMENT** and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Continued Occupancy Policy.
- d. **FLAT RENT** is adopted by the PHA according to the annual Fair Market Rent established by HUD and posted in the PHA office. Flat Rents may be subject to change annually.
- e. The Flat Rent payment option may be selected by a Tenant whose income based rent calculates higher than the established Fair Market Rent or Flat Rent. The Tenant agrees to enter into a 3 year Flat Rent Option whereby the rent remains the same for three years.
- f. Should the Tenant's income lower for any reason, the Tenant has the option of requesting an Interim Re-examination for the purpose of reducing his rent. At that time, the Tenant may elect to choose the Total Tenant Payment method of calculation according to HUD guidelines. This option may only be chosen two (2) times in a 12 month period.
- g. **MINIMUM RENT: The Minimum Rent established for the PHA is \$50.00.** All qualifying tenants are required to pay at least the Minimum Rent. Any tenant declaring **Zero Income** or whose Total Tenant Payment calculates to less than \$50.00 shall be assessed a Minimum Rent of \$50.00.
- h. **ZERO INCOME:** Tenants who are at Zero Rent or Zero Income must meet every three months to verify zero income and expenditures to assure proper calculations are made for rent determination. The "Zero Income Checklist and Worksheet" must be completed at each re-examination.
- i. **RENT COLLECTION: The Rent Collection Policy is included in the Move In Packet as an attachment to this Lease.** Rent is **DUE and PAYABLE** in advance on the first (1st) day of each month and shall be considered delinquent after the tenth (10th) calendar day of the month. Rent may include utilities as described in Section VII below and includes all maintenance services due to normal wear and tear.

- j. **EFFECTIVE DATE OF RENT CHANGE:** When the PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA shall give written notice to Tenant. The notice shall be signed by the PHA, state the new amount the Tenant is required to pay, and the effective date of the new amount. Rent determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by PHA. If Tenant asks for an explanation, PHA shall respond in a reasonable time.

III. OTHER CHARGES:

- The Schedule for Charges for Tenant Caused Damages is included in the Move In Packet as an attachment to this Lease.** In addition to the rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:
- a. **Maintenance Costs** – the cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by their guests. When PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such services, either in accordance with the Schedule for Charges for Tenant Caused Damages posted by PHA or (for work not listed on the Schedule) based on the actual cost to PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates will be charged.
 - b. **Excess Utility Charges** – At developments where utilities are provided by the PHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances.
 - c. **Late Charges** -- If the rent is not paid on or before the 10th day of the month, a late payment charge will be applied as follows: \$20.00 will be assessed for payments made on the 11th through the 15th day of the month. Payments made on the 16th day and after will be assessed at the rate of an additional \$5.00 per day. This late charge is immediately due as an addition to that month's rent, and must be paid before that month's rent will be considered to be paid in full.
 - d. **Charges** (in addition to rent) for the repair of damages other than normal wear and tear to the premises, development buildings, facilities, or common areas caused by the Tenant, his or her household or guest, are due and payable to the PHA within 30 days after the receipt of the Landlord's itemized statement of the repair charges. If charges become excessive for tenant related damages, and if the Housing Authority is willing to enter into a repayment agreement with the tenant, the amount must be paid off within a 6 month assigned payment period. Repayment Agreements must be kept current and paid by established schedules when due as an addition to that month's rent, and must be paid before that month's rent will be considered to be paid in full. If Repayment Agreements are not honored, it is cause for termination of the Dwelling Lease.

IV. PAYMENT LOCATION & FORMS OF PAYMENT:

Rent and other charges can be paid at the **Main Office located at 2510 North Clarkson St., Fremont, NE 68025** or at other locations specified in Part II of this Lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

The Housing Authority will accept payments by cash, money order or check (barring no Insufficient Funds Returns from the bank (NSF) and the Tenant remains in good standing with the Housing Authority.) A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge, the returned check fee will be equal to the amount the bank assesses the housing authority for the Insufficient Funds fee. The tenant will then be remanded in the future to pay only by cash or money order. Multiple Late Payments (4 or more in a 12 month period) are cause for Lease termination.

V. SECURITY DEPOSITS:

- a. Tenant agrees to pay the most current established Security Deposit amount which at this time is \$100.00 (one hundred dollars). Should this amount change, the dollar amount of the security deposit is noted on Part II of this Dwelling Lease.
- b. PHA will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease and as listed on the Tenant Vacate Report Form completed by Maintenance following inspection of the vacated unit.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
3. To pay any other charges due under the lease.
4. If any deductions are made, PHA will furnish Tenant with a written statement of any such costs for unpaid rent, damages or other charges deducted from the Security Deposit. If the Tenant disagrees with the amounts deducted, the Director will discuss the charges with the Tenant.
5. The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and PHA has inspected the dwelling unit and the keys have been returned.
6. Tenant request for return of the Security Deposit must be submitted in writing to the Administrative Office of the PHA located in Gifford Tower, 2510 North Clarkson, Fremont, NE, and must be dated and signed by the Tenant. The request for return of the Security Deposit must list a current forwarding address of the Tenant.
7. If no request for return of the Security Deposit is submitted in writing to the PHA Administrative office within 30 days of the date of vacate, the Tenant forfeits any right to Security Deposit refund.
8. If Tenant abandons the unit and/or does not give a thirty (30) day notice to vacate, no refund of Security Deposit will be made.

PET SECURITY DEPOSIT

Pet Policy is included in the Move In Packet as an attachment to this Lease.

- a. The Pet Security Deposit is currently set at \$200.00 (two hundred dollars). Should this amount change, the dollar amount of the pet security deposit is noted on the Pet Security Deposit Agreement, the signed Pet Application, and kept current and posted in the office.
- b. With the approval of the Landlord, the pet security deposit may be made in not more than four payments, one-fourth in advance and the next three following in the next three months rental payments.
- c. If the pet no longer occupies the unit with the Tenant, proper documentation is required for proof the pet has been removed from the unit.
- d. A unit inspection will be held to check if the pet caused any damages. If no damages were caused by the pet, then a full pet security deposit would be returned upon written request from the tenant. If damages are caused by the pet, then the cost of those damages will be deducted from the pet security deposit.
- e. The Landlord shall provide the Tenant with a written list of any charges made against the pet security deposit.

VI. UTILITIES AND APPLIANCES

- a. **PHA Supplied Utilities:** If indicated by an X on Part II, PHA will supply the indicated utility: electricity, natural gas, heating, fuel, water, sewer service, trash collection. PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
- b. **PHA Supplied Appliances:** If indicated by an X on Part II of the Lease Agreement, PHA will provide a cooking range, refrigerator, and air conditioner. Other major electrical appliances such as kerosene or gas heaters, extra air conditioners, extra refrigerators, washers, dryers, dish washers **may not** be installed. Small freezers may be installed with the written permission of the PHA and the Tenant must register the freezer with the Administrative Office for Excess Utility Charge. A monthly service charge will be payable by Tenant for the electricity used in operation of such appliances, as shown on the Excess Utility Charge schedule posted in the PHA Office.
- c. **Tenant Paid Utilities:** Flat Rent Tenants may (at the discretion of the PHA) be assessed a Utility Charge based on the average monthly utility cost as determined by the performance funding system per unit month cost average. If this charge is adopted by the PHA, the tenants will be given notice in accordance with HUD requirements and the charge will be posted on the schedule in the PHA Office.

- d. **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.
- e. Tenant also agrees to abide by the Occupancy Rules & Regulations prohibiting the use of fuel or kerosene space heaters in multi-dwelling units.

VII. COMPLIANCE WITH LEASE TERMS AND CONDITIONS:

The following terms and conditions of occupancy are made a part of the Lease.

- a. **USE AND OCCUPANCY OF THE DWELLING:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease.
- b. **DURATION OF LEASE:** Tenant agrees the 12 month term of the Dwelling Lease is a binding contract with the Landlord. Early termination on the part of the tenant will cause negative impact on future consideration of application to the waitlist and eligibility for tenancy. Tenant may be held accountable for monetary loss to the Landlord for the remaining term of the lease if tenant vacates the unit before the contract expires and the unit remains unoccupied during the time left on the contract. The PHA will make every effort to market the unit in accordance with the policy that the oldest vacant units are rented first.
- c. **ABILITY TO COMPLY WITH LEASE TERMS:** If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of Lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and PHA cannot make any reasonable accommodation that would enable Tenant to comply with Lease, THEN; PHA will assist Tenant, or designate member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, PHA will work with appropriate agencies to secure more suitable housing and will terminate the Lease.
- d. **REASONABLE ACCOMMODATION FOR GUESTS AND VISITORS:**
This provision permits reasonable accommodations of Tenant's guest(s) or visitor(s) for a period not to exceed ten (10) days each year. Permission may be granted by the PHA director for an extension, on a case by case basis.
- e. **EMERGENCY CONTACT:** At the time of admission, all Tenants must identify by names, addresses and phone numbers, the family member(s), to be contacted in case of emergency, death or other reason they may be deemed unable to comply with lease terms.
- f. **RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:** The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

ANNUAL RE-EXAMINATION:

1. The status of each family is to be re-examined at least once a year. Annually, when requested by the PHA, Tenant promises to supply PHA with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Tenants who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Tenant and use the 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 for consideration.
2. Failure to complete the Annual / Interim Declaration form which supplies such information when requested is a serious violation of the terms of the Lease and PHA may terminate the Lease.
3. All information must be verified. Tenant agrees to comply with PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. The PHA will follow guidelines of verifying information through the Upfront Income Verification/Enterprise Income Verification (UIV/EIV) procedures as established by HUD. This method includes but is not limited to third party verification with Social Security Administration, Veterans Administration,

Welfare Assistance, Unemployment Compensation Boards, City or County Courts, and State Wage and Income Comparison Agencies -(SWICA).

4. **The Public Housing Verification Procedures are included in the Admissions and Continued Occupancy Policy and available upon request from the Administration offices in Gifford and Stanton Towers.**
5. PHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by PHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
6. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in the Project Office. A copy of the policy can be furnished on request at the expense of the person making the request.
7. Rent will not change during the period between regular re-examinations, UNLESS during such period:
 - a) Tenant can verify a change in his/her circumstances (such as a decrease or increase in annual income of more than \$100 per month or \$1200 per year) that would justify a reduction in rent or an increase in rent.
EXCEPTION: Rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement.
 - b) If a reduction is granted, Tenant must report subsequent increases in income within 10 days of occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge and the Tenant would be in non-compliance with his/her lease.) Failure to report income will also effect Tenant participation in Earned Income Disallowance benefits and credits.
 - c) If it is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying less than the rent that he/she should have been charged, PHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - d) Rent formulas or procedures are changed by Federal Law or regulation.
7. **REPORTING PERIOD:** All changes in family composition or income must be reported to the Housing Authority Specialist within 10 days of the occurrence. Failure to report within the ten (10) day period may result in a retroactive rent charge or it may be determined that Tenant is in serious violation of the Lease. Failure to report income will also effect Tenant participation in Earned Income Disallowance benefits and credits, if applicable.
8. This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for the size unit it is currently occupying.

INTERIM RENT ADJUSTMENTS:

Tenant will be notified in writing of any rent adjustment due to the situations described below. All notices will state the effective date of the rent adjustment.

1. **Rent Decreases:** In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
2. **Rent Increase:** In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
3. **RESIDENT OBLIGATION TO REPAY:** In the case of a rent increase due to misrepresentation or fraud, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

4. In cases where the Tenant is reporting **ZERO** income, the Landlord will schedule special rent reviews every ninety (90) days. Tenants declaring zero income must have their incomes re-examined on a quarterly basis and must complete the Zero Income Checklist and Worksheet revealing all help, monetary and material, from outside sources. (*Income is: Child Support, TANF, a new job, an increase in wages, Social Security, alimony, inheritance, pension, military pay, insurance settlements, sale of real estate, Supplemental Security Income, AABD, investment interest, trust fund income, anyone who pays any of your bills or gives you money or buys you necessities, clothing, food, cigarettes, gas, etc..*)
5. Tenants paying rent based on income may meet with the Landlord to discuss any changes in rent resulting from the recertification process and if the Tenant does not agree with the determination of Tenant rent, the Tenant may request a hearing in accordance with the Landlord's grievance procedures.
6. Notwithstanding the provisions listed above, a Tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by that is a result of failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.
7. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Tenant's rent will be reduced as a result of such a decrease. The PHA shall verify the information provided by the Tenant to determine if a decrease in the rent is warranted.

TENANT OBLIGATION TO REPAY:

Tenants who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

1. Tenant does not submit rent review information by the date specified in the Landlord's request; or
2. Tenant submits false information at admission or at annual, special, or interim review.
3. Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow US Department of Housing and Urban Development's procedures for computing rent.

FLAT RENTS:

Tenants paying Flat Rent (*ref. Section II*) shall have their incomes reexamined every three years. Families who have chosen the flat rent option may request a re-examination and change to the formula based method at any time if the family's income has decreased, their on-going expense for such purpose as medical care has changed or any other circumstance that would create a hardship for the family and that would be alleviated by a change. This method can be done not more than twice in a 12 month period. Families may change rent calculation methods at a recertification.

HARDSHIP EXCLUSION:

If a family is paying the minimum rent and if circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship. The PHA will determine if the situation meets the definition of Hardship and would justify a reduction in rent.

VIII. COMMUNITY SERVICE REQUIREMENT:

The Community Service Policy and Agreement are included in the Move In Packet as an attachment to this Lease.

At Move In and following annual recertification, Tenant shall certify to compliance with the eight (8) hour per month Community Service requirement, if applicable.

IX. OCCUPANCY & MAINTENANCE:

PHA OBLIGATIONS: The PHA shall be obligated:

- a. To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- b. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- c. To make necessary repairs to the dwelling unit;
- d. To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with PHA;
- f. **NOTE:** The heat will be turned on October 1 of every year unless unseasonably cold temperatures dictate deviation from this policy at which time the Maintenance Supervisor and Executive Director will determine the necessity and act accordingly.
- g. **NOTE:** The air conditioning will be turned on May 1 of every year unless unseasonably warm temperatures dictate deviation from this policy at which time the Maintenance Supervisor and Executive Director will determine the necessity and act accordingly.
- h. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
- i. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- j. To notify Tenant of the specific grounds for any proposed adverse action by PHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities). When PHA is required to afford Tenant the opportunity for a hearing under the PHA grievance procedure for a grievance concerning a proposed adverse action.
 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of lease termination that complies with 966.4 (1)(3) shall constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a proposed lease termination, PHA shall not take the proposed action until time to request such a hearing has expired or (if the hearing was timely requested) the grievance process has been completed.

TENANT OBLIGATIONS: Tenant shall be obligated:

- a. Not to assign the Lease, nor sublease the dwelling unit.
- b. Not to give accommodation to unauthorized boarders or lodgers.
- c. Not to give accommodation to longer term guests (in excess of ten (10) days in a calendar year without the advance written notice of the PHA)
- d. To use the dwelling unit solely as a private dwelling for Tenant and tenant's household as identified in Part II of the Lease, and not to use or permit its use for any other purpose.
- e. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's occupancy standards, and so long as PHA has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit.
- f. To abide by necessary and reasonable Occupancy Rules and Regulations promulgated by PHA for the benefit and well-being of the housing project and Tenants. **(The Occupancy Rules and Regulations are included in the Move In Packet as an attachment to this Lease.)**
 1. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in the Lease.

2. Violation of such rules and regulations constitutes a violation of the Lease
- g. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
 - h. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. (*Ref. Housekeeping Section XVI*)
 - i. To dispose of all garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by PHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
 - j. To use only in reasonable manner and for purposes for which they are intended all electrical, sanitary, heating, ventilating, air-conditioning, appliances, fixtures, equipment, and other facilities and appurtenances including elevators.
 - k. To refrain from removing batteries or disconnecting smoke alarms.
 - l. To refrain from, and to cause household and guests to refrain from any hazardous acts that would destroy, deface, damage, or remove any part of dwelling unit or project.
 - m. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests, and to do so within 30 days after the receipt of the PHA's itemized statement of the repair charges.
 - n. To act, and cause household members or guests to act in a manner that will:
 - 1. Not disturb other Tenant's peaceful enjoyment of their accommodations: and
 - 2. Be conducive to maintaining all PHA projects in a decent, safe and sanitary condition.
 - o. To assure that Tenant; any member of the household, a guest, or another person under Tenant's control shall not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of PHA's public housing premises by other Tenants or employees of PHA, including willful negligence with use or possession of firearms or lethal weapons, or;
 - 2. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purpose of the lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substance Act.
 - o. **RESTRICTION ON ALTERATIONS:** The Tenant shall not do any of the following without first obtaining the Landlord's written permission:
 - 1. To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment;
 - 2. To install additional equipment or major appliances;
 - 3. Dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
 - 4. Paint or install wallpaper or contact paper in the dwelling unit;
 - 5. Attach awnings or window guards in the dwelling unit;
 - 6. Attach or place any fixtures, signs, or fences on the buildings(s), the common areas, or the property grounds;
 - 7. Attach any shelves, or other permanent improvements in the dwelling unit;
 - 8. Install or alter carpeting, resurface floors or alter woodwork;
 - 10. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted)
 - 11. Install washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit;
 - 12. Place any aerials, antennas or other electrical connections on the dwelling unit;
 - 13. Install additional or different locks (such as chain locks or slide bolt locks) on any doors or windows of the dwelling unit;
 - p. To give prompt prior notice to PHA, in accordance with *Section XII* hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
 - q. To act in a cooperative manner with neighbors and PHA staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner towards neighbors and PHA staff. (*Ref. Section XIII - CODE OF CONDUCT*)

- r. Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Nebraska anywhere on the property of PHA.
- s. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.
- t. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- u. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, with the exception of PHA regulated and permitted satellite dish installation.
- v. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of PHA.
- w. To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the PHA pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- x. To remove from PHA property any vehicles without valid registration and inspection stickers. **The Parking Policy is included in the Move In Packet as an attachment to the Lease.**
- y. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on project site.
- z. To remove any personal property left on PHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by PHA. Costs for storage and disposal shall be assessed against the format tenant.
- aa. To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. Tenant Shall Notify the Authority Promptly of Known for Repairs to His Dwelling Unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- bb. Not to commit any fraud in connection with any Federal housing assistance program.
- cc. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- dd. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- ee. For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (Ref. Community Service Policy Attachment) unless the requirement is waived due to age, disability or the fact that an adult is excluded from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- ff. With the written permission of the PHA, the Tenant can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the right of the other tenants and/or neighbors. All such business related uses of the premises must meet all zoning requirements and the Tenants must have the proper business licenses.

DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event that that dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants.

PHA Responsibilities:

- (a) PHA shall be responsible for repair of the unit within a reasonable period of time, after receiving notice from Tenant provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of repairs shall be charged to Tenant.

- (b) PHA shall offer Tenant a replacement dwelling unit, if available, and if necessary repairs cannot be made within a reasonable time. PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition.
- (c) Tenant shall accept any replacement unit offered by PHA.
- (d) In the event PHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (e) If PHA determines that the dwelling unit is unlivable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.

X. INSPECTIONS

- (a) **Move-in Inspection:** PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. PHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by PHA and Tenant and a copy of the statement retained in Tenant's folder. PHA will correct any major deficiencies noted on the inspection report, at no charge to Tenant.
- (b) **Move-out Inspection:** PHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. When the Tenant notifies the Landlord of his or her intent to vacate, tenant will be issued a Move Out packet with instructions on cleaning and vacating the unit. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to PHA.
- (c) **Annual Inspection:** PHA is required by HUD to perform an annual inspection on each unit under tenancy. Generally, at or around the annual recertification appointment, tenant will be given notice of the annual inspection. With proper notice, Tenant must cooperate with this inspection or be considered in violation of the Lease.
- (d) **Preventive Maintenance Inspection:** Annually, the Maintenance Department will inspect each unit for the purpose of recording necessary routine and preventive repair to the unit and to document the need for modernization or capital expense to rehabilitate the unit for asset management. With proper notice, Tenant must cooperate with this inspection or be considered in violation of the Lease.
- (e) **Special Inspection:** Special Inspections may be scheduled for conditions which are reported between Annual and Preventive Maintenance Inspections. Special Inspections are generally requested when adverse conditions in the unit are noticed and reported by PHA staff person, a contractor working on site, support service agents, visitors or relatives. With proper notice, tenant must cooperate with this inspection or be considered in violation of the lease.
- (f) **REAC INSPECTIONS:** U.S. Department of Housing and Urban Development requires REAC (Real Estate Assessment Center) Inspections on an annual or biennial basis as a Quality Control on the Uniform Physical Conditions Standards inspections performed by the PHA. These inspections are randomly selected by a contracted service agent for HUD. With proper notice, tenant must cooperate with this inspection or be considered in violation of the lease

XI ENTRY OF PREMISES DURING TENANCY

- (a) **Tenant Responsibilities:**
 - 1. Tenant agrees that the duly authorized agent, employee, or contractor of PHA will be permitted to enter Tenant's dwelling during reasonable hours (current working hours

- are 7:30 A.M. through 4:30 PM) for the purpose of performing routine maintenance, improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
2. The Tenant shall permit the Landlord, his or her staff, or other persons when accompanied by the Landlord or designated staff person, to enter the dwelling unit for the purposes listed above.
 3. Upon Tenant request for repair or maintenance of the unit, PHA shall attempt to provide such maintenance in a timely manner and at a time convenient to Tenant. Tenant's request for maintenance shall constitute permission to enter the unit.
 4. If Tenant is absent from the dwelling unit when PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter the unit.
 5. The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

(b) **PHA's Responsibilities:**

1. PHA maintenance personnel shall perform Work Orders at the request of the Tenant and the Work Order request is recognized as Tenant permission to enter the unit. PHA may enter only at reasonable times.
2. PHA shall give Tenant at least 48 hours written notice that PHA intends to enter the unit for performing routine inspections, planned preventive maintenance, extermination, other contracted services or modernization efforts.
3. The notice shall specify the date(s), approximate time, and purpose for the entry.
4. PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
5. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the name of the person entering the unit, date, time and purpose of entry prior to leaving the dwelling unit.

XII. NOTICE AND DELIVERY PROCEDURES

1. **Tenant Responsibility:** Any notice to PHA must be in writing, delivered to the Project Office or to PHA's central office, or sent by prepaid first-class mail, properly addressed.
2. **PHA Responsibility:** Notice to Tenant must be in writing, hand delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant at the last known address.
3. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
4. If Tenant is visually impaired, all notices must be in an accessible format.
5. Examples of Notices – shall include but not be limited to - newsletters, flyers, brochures, form letters, legal documents.

XIII. CODE OF CONDUCT

- (a) Tenant agrees to conduct himself and cause others who are on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
- (b) This includes incidents of alcohol abuse that the Management determines interferes with the health, safety, or right to enjoyment of the premises by other Tenants.
- (c) Tenant agrees to refrain from any illegal or other activity which impairs the physical or social environment of the project including but not limited to the possession, use or sale of illegal drugs on the premises or in the common areas, or the operation of a house of ill repute. Additionally, not to allow any person or guest in the apartment or on the premises leased by the Tenant to partake in any such illegal activity. Further, a public housing tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, violent criminal activity, including drug-related criminal

activity, on or off public housing premises, while the Tenant is a tenant in public housing and such criminal activity shall be cause for termination of tenancy. Drug-related criminal activity is defined as illegal manufacture, sale, distribution, possession, or use, of a controlled substance.

- (d) Tenant agrees to report to local police officials, then to the Management, any illegal activity or activities known to, or observed by, the Tenant as occurring in the common areas of the project or tenant dwelling unit, or in any other dwelling unit of the project, as soon as the Tenant becomes aware of such activity.
- (e) Tenant agrees not to use loud, profane, abusive or threatening language when speaking to or in the presence of Tenants of the premises, PHA staff, and guests or visitors of the PHA.
- (f) Repeated violations of Section XIII(a) and any violations of Section XIII(b), XIII(c), or XIII(d) will be considered serious violations of the terms and conditions of this lease and subject to lease termination.

XIV. TERMINATION OF THE LEASE:

Any termination of this Lease shall be carried out in accordance with US Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

In terminating the Lease, the following procedures shall be followed by PHA and Tenant:

LANDLORD:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good-cause.
- (b) Such serious or repeated violation of terms shall include but not be 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 the tenth of the month. Four late payments within a 12 month period shall constitute a repeated late payment;
 - 3. Failure to pay utilities bills when Tenant is responsible for paying such bills directly to the supplier of utilities.
 - 4. Failure to supply in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim re-determinations Misrepresentation of family income, assets, or compositions.
 - 5. Furnishing false or misleading information during the application or review process.
 - 6. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - 7. Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
 - 8. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site.
 - 9. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Tenants;
 - 10. Failure to abide by applicable building and housing codes materially affecting health or safety;
 - 11. Failure to dispose of garbage, waste, and rubbish in a safe and sanitary manner;
 - 12. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
 - 13. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
 - 14. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities, or common are;
 - 15. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Authority;
 - 16. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises;

17. Any criminal activity by Tenant, household member, guest, or other person under Tenant's control, including violent criminal activity that threatens the health, safety or right to peaceful enjoyment of PHA's public housing premises by other Tenants, or any drug-related criminal activity. It shall be presumed that any individual who is listed on this lease as a member of tenant's household, or who otherwise is listed in management's files as a member of tenant's household as tenant's guest and who engages in any criminal activity resides with tenant unless tenant before the date of any incident giving rise to criminal activity, shall have specifically informed management, in writing that said individual is no longer a member of his or her household and no longer resides upon the leased premises.
18. Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants;
19. Failure to perform required community service or be exempted there from;
20. Failure to allow inspection of the dwelling unit;
21. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
22. Determination or discovery that a Tenant is a registered sex offender;
23. Illegal use of a firearm or other weapon or the threat of illegal use of a firearm or other weapon;
24. Offensive weapons or illegal drugs seized in a PHA unit by a law enforcement officer;
25. Any weapons or firearms displayed, carelessly handled, or flagrantly used to intimidate or threaten Tenants, guests, or employees of the PHA.
26. Ownership or possession of any illegal firearm or offensive weapon. (Example: switchblade knife.)
27. Sexual molestation, debauchery of a minor, prostitution and other similar related serious misconduct; or
28. Physical assault or the threat of physical assault to any person whatsoever; or
29. Any fire on PHA premises caused by carelessness or unattended cooking
30. Any other good cause.

(c) **PHA shall give written notice of the proposed termination of the Lease ;**

1. 14 days in the case of failure to pay rent;
2. A reasonable time not to exceed thirty days, considering the seriousness of the situation, when the health or safety of other tenants or PHA staff is threatened;
3. 30 days in any other case, unless State law permits a shorter period.
4. The Notice of Lease Termination from the Landlord shall be either personally delivered to the Tenant or to a member of the Tenant's family residing in the dwelling unit, or sent to the Tenant by first class mail, properly addressed, postage pre-paid.
- 5.

(d) **The notice of termination;**

1. The notice of termination to Tenant shall specify the date the lease will be terminated, state specific reasons for the termination and shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PHA documents directly relevant to the termination or eviction, or to use the Grievance Policy to contest the termination, and/or to defend the action in court.
2. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory periods, appropriate legal action will be brought against the Tenant. In the event legal proceedings are required to recover possession of the premises, the Tenant will be charged with the actual court costs and attorney's fees for such proceedings.
3. PHA may evict Tenant from the unit by bringing a court action. The Tenant has the right to Judicial Process at all times.

4. When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under PHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance has been completed.
 5. When PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and PHA has decided to exclude such grievance for PHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for criminal activity that threatens health or safety of Tenants or staff or for drug-related criminal activity.
- (e) In deciding to evict for criminal activity, PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both or family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. PHA will require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- (f) Compliance with this covenant is a material condition for continued occupancy of the leased premises by the tenant, and any breach of this covenant by tenant shall be cause for termination of this lease and eviction from the premises. If the PHA believes, in good faith, that a breach of this covenant has occurred, it may terminate this tenancy without regard to the following:
- a. Whether or not any person, whose conduct is an issue, has been arrested, charged, or convicted by law; or
 - b. Whether or not the tenant had any knowledge in fact, of criminal activity engaged in by a member of said tenant's household or of any guests or invitee of said tenant or of a member of said tenant's household.
- (g) When a PHA evicts a Tenant from a dwelling unit for criminal activity, PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

TERMINATION OF LEASE BY TENANT:

The Tenant is required to give the Landlord 30 days written notice before moving from the dwelling unit. Even though a thirty (30) day notice to vacate is given by the tenant, it does not release the Tenant from the terms and conditions of the Dwelling Lease, which is a legal and binding contract. The Tenant will be liable for rent until the end of the contract term of the dwelling lease or until the unit is re-rented, whichever date comes first. If the Tenant does not give the full notice, the Tenant shall forfeit the Security Deposit and be liable for rent and any legal fees incurred.

Tenant may give written notice as described in Section XII, above. The tenant or adult member of a tenant's household must sign a Notice of Intent to Vacate form required by State law, at which time the Tenant will be issued the Move Out Inspection checklist, the Move Out Cleaning procedures, and the Tenant Caused Damages Charge List.

- (h) **Tenant Responsibility:** Any notice to PHA must be in writing, delivered to the Project Office or to PHA's central office, or sent by prepaid first-class mail, properly addressed.

TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF TENANT:

Upon the death or incapacity of a Tenant(s), either the Landlord or the personal representative of the Tenant's Estate may terminate this Lease upon a written notice within 30 days after the death. The Lease termination will end with the 30 days Notice of Intent to Vacate, if the unit is empty of all contents and all

keys are returned to the Landlord. If the unit contents have not been removed at the end of the 30 day notice to vacate, rent will continue to be charged until the unit has been fully vacated, a Move Out inspection is performed, and all keys are returned.

The termination of a Lease under this section shall not relieve the Tenant's Estate from liability either for payment of rent or other amounts owed prior to or during the notice period, any legal fees incurred to vacate the unit or the payment of amounts necessary to restore the premises to the same condition at the beginning of the Tenant's occupancy, normal wear and tear excepted.

If during the term of this Lease, the Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Tenant to comply with the Lease; then action shall be taken. The Landlord will assist the Tenant or designated member(s) of the Tenant's family to move the Tenant to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Tenant moving from the unit, the unit vacated of all contents, cleaned, a move out inspection is performed and all keys are returned.

XV. WAIVER

No delay or failure by PHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. HOUSEKEEPING STANDARDS:

In an effort to improve the livability and conditions of the apartments owned and managed by PHA, uniform standards for Tenant housekeeping have been developed for all tenant families.

PHA Responsibility:

The standards that follow will be applied fairly and uniformly to all Tenants. PHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection PHA will notify Tenant in writing if he/she fails to comply with the standards. PHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, PHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

Tenant Responsibility:

Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(A) Housekeeping Standards: Inside the Apartment

General...

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and finger prints.
- (2) Floors: should be clean, clear, dry, and free of hazards
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints, doorstops present, locks working.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.
- (10) Entire unit should be free of mold or mildew which is caused by tenant neglect.

Kitchen...

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.

- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small and lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust fans: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom....

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean.
- (4) Exhaust fans: should be free of dust
- (5) Floor: should be clean and dry.

Storage Areas...

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean,
- (3) No highly volatile or flammable materials should be stored in the unit or other storage areas accessible by the tenant.
- (4) Other storage areas: should be clean, neat and free of hazards.

(B) Housekeeping Standards Outside the Apartment.

The following standards apply to family and scattered site development only; some standards apply only when the areas noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Entrances (front and rear): should be clean and free of hazards. Any items stored on the entrance shall not impede access to the commons or a unit.
- (3) Sidewalks: should be clean and free of hazards.
- (4) Storm doors: should be clean, with glass or screens intact.
- (5) Parking lot: should be free of abandoned cars. There will be no car repairs in the lots.
- (6) Hallways: should be clean and free of hazards.
- (7) Stairwells: should be clean and uncluttered.
- (8) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (9) Utility room: should be free of debris, motor vehicle parts, and flammable materials.
- (10) Assigned Pet Exercise areas and common grounds must be kept free of animal waste by the pet or assistive animal owner(s)

XVII: TRANSFERS:

All Transfers shall be governed by the PHA Transfer Policy included in the Move In Packet as an attachment to this lease.

XVIII: CONDITION OF DWELLING: By signing this Lease and Unit Inspection Report, the Tenant acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-In Unit Inspection Report. This report, signed by both the Tenant and Landlord, is placed in the tenant file under Inspections.

XIX: SIZE OF DWELLING:

The Tenant understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy(ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Tenant is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit becomes available, the transfer will be conducted in

accordance with the Transfer Policy. If the Tenant fails to act in accordance with the Transfer Policy, the Landlord may terminate this lease.

If the Landlord determines that a Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant. The Tenant may ask for an explanation stating the specific grounds of the determination, and if the Tenant does not agree with the determination, the Tenant may request a hearing in accordance with the Landlord's Grievance Procedures.

XX. PROPERTY ABANDONMENT:

If a Tenant abandons the dwelling unit, the Landlord shall take possession of the Tenant's personal property remaining on the premises and shall store and care for the property. The Landlord will consider the unit to be abandoned when a Tenant has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Tenant for reasonable costs and expenses incurred in removing the property, in storing, and caring for the property, and in selling the property. The Landlord can collect from the Tenant all these costs.

The Landlord may sell or otherwise dispose of the property 30 days after the Landlord received actual notice of abandonment or 30 days after it reasonably appears to the Landlord that the Tenant has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Tenant of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Tenant's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to pay off any debts the Tenant owes the Landlord. Any amount above this belongs to the Tenant if the Tenant has written and asked for it within a 30 day time period following the sale.

XXI. GRIEVANCES:

Grievance Policy is included in the Move In Packet as an attachment to this Lease. All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Tenant's creation or maintenance of a threat to health or safety of other Tenants or Landlord employees, shall be processed under the Grievance Policy. This Policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Tenant must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Tenant shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the PHA is required to afford the Tenant the opportunity for a hearing in accordance with the PHA's Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law 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.

XXII. PHA OCCUPANCY RULES AND REGULATIONS: PHA Occupancy Rules and Regulations

are included in the Move In Packet as an attachment to this Lease. The Tenant agrees to obey any house rules, which are reasonably related to the safety, care, and cleanliness of the building and the safety, comfort, and convenience of the Tenants. Such rules may be modified by the Landlord from time to time provided that the Tenant receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the propose effective date of the change in the Rule.

XXIII. DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, martial status, age, handicap, disability, familial status, or

recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State, and local law.

XXIV. COMMUNITY SERVICE HOURS: In order to be eligible for continued occupancy of Public Housing, each adult family member (18 years and older) must contribute eight hours per month of community service (not including political activities) within the community of Fremont.

Exempt from Community Service: Any adult family member who:

- Is 62 years of age or older
- Has a disability that prevents him/her from being gainfully employed
- Is the caretaker of a disabled person
- Is working at least 20 hours per week
- Is receiving TANF or benefits under Part A Title IV of the Social Security Act
- Is participating in a welfare to work program

A family is required to assign verification forms so that third party verification can be received proving he/she or they have an exempt status for community service hours.

- At least thirty (30) days prior to annual re-examination and/or lease expiration, the authority will begin reviewing the exempt or non-exempt status and compliance of family members;
- If the authority finds a family member to be noncompliant, the authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period;
- If at the next annual re-examination, the family member still is not compliant, the family will be given a 30 day notice that the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
- The family may use the authority's Grievance Procedure to protest the lease termination.

Tenant Agreement & Certification:

Following receipt and explanation of the Community Service Policy and Agreement given to tenant as a part of the Move In Packet and attachment to the Lease, the Tenant will either be exempted from or certify to his/her responsibility to the Community Service Requirement.

The PHA must provide a list of facilities where a tenant may volunteer for the community service hours. A volunteer time sheet on the agency letterhead must be turned in monthly to the PHA by the tenant as proof of accomplishment. It must be signed and hours worked must be documented by a designated person from the facility, company or agency.

XXV. DISALLOWANCE OF INCREASE OF ANNUAL INCOME:

The Fremont Housing Authority will comply with the Earned Income Disallowance requirements as established by HUD.

- ▶ This disallowance does not apply for purposes of admission, including determination of income eligibility and income targeting.
- ▶ Disallowance – is an exclusion from annual income.
- ▶ Previously Unemployed - Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
- ▶ Qualified Family - A family residing in public housing whose annual income increases due to one of the following reasons:
 - Employment of a family member who was previously unemployed for one or more years prior to employment.

- Increased earnings by a family member during participation in any economic self-sufficiency or other job training program.
 - New employment or increased earnings of a family member during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance.(TANF, Welfare-to-Work).
- ▶ Initial 12-Month Full exclusion –Begins on the date the qualified family member is employed or first experiences an increase in income due to employment.
 - ▶ Second Month Exclusion and Phase In – Begins when a qualified family member has received cumulative month of full exclusion. Fifty percent of any increase is excluded. The exclusion extends for a total of 12 cumulative months.
 - ▶ Lifetime Maximum Four Year Disallowance – The initial full exclusion is applied for a maximum of 12 cumulative months. The phase in (50%) exclusion is applied for a maximum of 12 cumulative months. The family member may repeatedly start and stop employment and the exclusion may start and stop and pick up again during the 48 month period beginning on the date of the initial exclusion. No exclusion may be given after the 48 month period, regardless of whether the family has received the full exclusion for a total of 12 months or the phase in exclusion for a total of 12 months.
 - ▶ A new reexamination date must be established following application of Earned income Disallowance.

TENANT AGREES THAT ALL THE PROVISIONS OF PART I OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

TENANT FURTHER AGREES TO ABIDE BY THE REASONABLE AND NECESSARY REGULATIONS PUT FORTH BY PHA FOR THE BENEFIT AND WELL-BEING OF THE HOUSING PROJECT AND THE TENANTS. THESE REGULATIONS SHALL BE POSTED IN A CONSPICUOUS MANNER IN THE PROJECT OFFICE AND INCORPORATED BY REFERENCE IN THE LEASE. VIOLATION OF SUCH REGULATIONS CONSTITUTES A VIOLATION OF THE LEASE.

TENANT: 1) _____ DATE

2) _____ DATE

HOUSING REPRESENTATIVE: _____ DATE

**FREMONT HOUSING AUTHORITY
PART II: DWELLING LEASE AGREEMENT**

THIS DWELLING LEASE AGREEMENT is executed between the FREMONT HOUSING AUTHORITY, 2510 North Clarkson, Fremont, Nebraska, (herein called "PHA"); and,

NAME OF TENANT: _____ (herein called the "Tenant"),

and becomes EFFECTIVE as of this DATE: _____.

(1) UNIT: The PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit located at this

ADDRESS: _____

(and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household member(s) listed on the Dwelling Lease.

The Tenant UNIT NUMBER is: _____.

(2) HOUSEHOLD COMPOSITION: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest). All members of the household over 18 shall execute the lease.

NAME	RELATIONSHIP	AGE & BIRTHDATE	SOCIAL SECURITY #
1.	HEAD	___/___/___	
2.		___/___/___	
3.		___/___/___	
4.		___/___/___	

(3) TERM: The term of this lease shall be ONE CALENDAR YEAR, renewed as stipulated in Part 1 of the Lease.

**(4) RENT: Initial rent prorated for partial _____, _____ shall be
(month) (year)**

\$ _____.

MONTHLY RENT: Thereafter, rent in the amount of \$ _____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the tenth (10th) day of the

month. Rent is payable at Gifford Tower office, 2510 N Clarkson or Stanton Tower office, 2600 N Clarkson, Fremont, NE.

FLAT RENT OPTION: \$ _____ This is the flat rent for the Premises

TENANT HAS SELECTED the Flat Rent Option based on the income and other information reported by the Tenant.

TENANT HAS SELECTED Rent based on the income calculation method by HUD's required formula.

(5) **UTILITIES AND APPLIANCES:** PHA-Supplied Utilities if indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:
(X)Electricity (X)Natural Gas (X)Water (X)Sewerage (X)Garbage (X)Air Conditioning.

If indicated by an (X) below, PHA shall provide the following appliances for the premises: Cooking Range (X) Refrigerator(X).

(6) **UTILITY ALLOWANCES:** Tenant-Paid Utilities if indicated by an (X) below: ()
()Electricity ()Gas ()Heat ()Water () Sewerage ()Trash removal ()Tenant-supplied cooking range ()
()Tenant supplied refrigerator (none applicable at this time)

(7) Charges for Excess Appliances are due per the following:
Air Conditioners: (For Non-PHA provided air conditioners) (Not Allowed)

Other Appliances: If checked below , an additional charge of \$__3__ per month for each month of occupancy for each excess appliance on the premises.

() Freezer, type _____ () Extra Refrigerator (not allowed)

() Second color TV () Second Stereo

() Electric space heater(non-fuel) () Other _____

(8) **SECURITY DEPOSIT:** Tenant agrees to pay \$ _____ as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

(9) **LEAD SAFETY:** The PHA shall provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

(10) **EXECUTION OF LEASE:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

(11) **COMPLIANCE:** If the Tenant is incapable of complying with this Lease due to illness or absence, the Landlord has been given permission to contact the following person(s):

1.Name: _____ Relationship: _____
Address: _____
Phone Number: _____
2.Name: _____ Relationship: _____
Address: _____
Phone Number: _____

3. Name: _____ Relationship: _____
Address: _____
Phone Number: _____

I/We, _____,
hereby certify that, as members of my Household, I/We have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to PHA before execution of the lease, or before PHA approval for occupancy of the unit by the Household member(s).

I/We further certify that all information or documentation submitted by myself or other Household members to PHA in connection with any federal assistance program (before and during the lease term) are true and complete to the best of my/our knowledge and belief.

By the signature(s) below I/We also acknowledge that the Provisions of Part I of this Lease Agreement and listed Attachments have been received and explained to me/us.

ATTACHMENTS:

- Part I of this Lease
- Standard Maintenance Charges (subject to change)
- Lead Hazard Information Pamphlet
- Lead Disclosure Addendum
- Grievance Procedure (subject to change)
- Housekeeping Standards (Part I of Lease)
- Rent Collection Policy (subject to change)
- Community Service Policy (HUD regulation)
- Pet Policy
- Transfer Policy
- Facility Use Policy (subject to change)
- Occupancy Rules and Regulations (subject to change)
- Parking Policy (subject to change)
- Other _____

TENANT _____

DATE _____

CO-TENANT _____

DATE _____

HOUSING REPRESENTATIVE _____

DATE _____

ATTACHMENT I

PHA SUPPORTING DOCUMENTS

Certification of Compliance with PHA Plans

Certification by State of PHA Plans Consistency with the Consolidated Plan

Certification of Payments to Influence Federal Transactions

Disclosure of Lobbying Activities

Certification of A Drug Free Workplace

(ORIGINAL HARD COPIES SENT TO FIELD OFFICE)