

PHA Plans

Streamlined Annual Version

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

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

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 for certain types of 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 Annual PHA Plan for Fiscal Year: 2006

PHA Name: Macoupin County Housing Authority

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.

Streamlined Annual PHA Plan Agency Identification

PHA Name: Macoupin County Housing Authority **PHA Number:** IL047

PHA Fiscal Year Beginning: (mm/yyyy) 10/2006

PHA Programs Administered:

Public Housing and Section 8 **Section 8 Only** **Public Housing Only**
 Number of public housing units: Number of S8 units: Number of public housing units: 362
 Number of S8 units:

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:				

PHA Plan Contact Information:

Name: Margaret (Peg) Barkley Phone: (217) 854-8606 Fax: (217)854-8749
 TDD: 800-526-0844 Email (if available): peg@teamhousingcenter.com

Public Access to Information

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

PHA's main administrative office PHA's development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. Yes No.

If yes, select all that apply:

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

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

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

Streamlined Annual PHA Plan
Fiscal Year 2006
[24 CFR Part 903.12(c)]

Table of Contents
[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

A. PHA PLAN COMPONENTS

- 1. Site-Based Waiting List Policies
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
- 2. Capital Improvement Needs
903.7(g) Statement of Capital Improvements Needed
- 3. Section 8(y) Homeownership
903.7(k)(1)(i) Statement of Homeownership Programs
- 4. Project-Based Voucher Programs
- 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
- 6. Supporting Documents Available for Review
- 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- 8. Capital Fund Program 5-Year Action Plan

Attachment A: Site Based Waiting List Analysis il047a01
Attachment B: Voluntary Conversion Analysis il047b01
Attachment C: Deconcentration and Income Mixing il047c01
Attachment D: Resident Advisory Board Membership il047d01
Attachment E: Updated Public Housing Lease il047e01
Attachment F: Updated By-Laws il047f01
Attachment G: Updated Personnel Policy il047g01
Attachment H: Agency Plan comments il047h01
Attachment I: Definition of Substantial Deviation il047i01
Attachment J: Capital Fund 04 Cover Letter il047j01
Attachment K: Capital Fund 04 P&E Report il047k01
Attachment L: Capital Fund 04 Section 3 Report il047l01
Attachment M: Capital Fund 05 Cover Letter il047m01
Attachment N: Capital Fund 05 P&E Report il047n01
Attachment O: Capital Fund 05 Section 3 Report il047o01

Note: The Authority has obligated and expended all FY2003 CFP funds and is in the process of closing out the two FY2003 CFP grants.

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, *PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan* identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

Form HUD-50070, *Certification for a Drug-Free Workplace*;

Form HUD-50071, *Certification of Payments to Influence Federal Transactions*; and

Form SF-LLL &SF-LLLa, *Disclosure of Lobbying Activities*.

EXECUTIVE SUMMARY

The Authority is on schedule with its FY2005 annual plan and its FY2005-2009 five-year plan.

For FY 2006 the Authority plans to continue operating as a high PHAS performer and will continue to pursue additional affordable rental and homeownership housing opportunities for low-income families. During FY2006 the Authority will continue developing and implementing homeownership plans that involve preparing a broad range of grant and funding applications. As funded the Authority will begin constructing homes for sell. The Authority anticipates constructing and selling the first homes in late 2006 and early 2007. The Authority anticipates pursuing state bond cap, HOME, CDBG, conventional loans and other available financing to build homes for immediate sell and tax credits and trust funds for longer term lease-purchase arrangements.

During 2006 the Authority will complete the construction and start leasing a 46 unit independent living with services facility know as the Village at Morse Farms.

During 2006 the Authority plans to submit to HUD for approval, a public housing FSS Action Plan that incorporates plan participant escrow plans. Once approved, the Authority will implement the FSS Plan.

The Authority plans to develop and submit public housing FSS Coordinator, ROSS elderly, family and homeownership grants during 2006 and implement funded grants in 2007. The Authority became a HUD Certified Housing Counselor and received a Public Housing FSS Coordinator grant in 2005.

Each year the Authority reviews all its policies and procedures. This year changes are made in the Personnel Policy, Public Housing Lease and the Authority's By-Laws. Copies of these changes are included as attachments.

The Authority is on schedule with all open CFP programs and its five-year CFP program

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]

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

A. Site-Based Waiting Lists-Previous Year (Town-Based)

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 B.

Site-Based Waiting Lists				
Development Information: (Name, number, location) (Towns)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics (FY2004)	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL (FY2005)	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics
Benld	1950's	17W, 0B, 0H, 3E, 11F, 3D	26W, 0B, 0H, 1E, 22F, 3D	Attachment A
Bunker Hill	1950's	16W, 0B, 0H, 3E, 10F, 3D	16W, 0B, 0H, 2E, 12F, 2D	Attachment A
Carlinville	1950's	29W, 0B, 0H, 2E, 17F, 10D	40W, 1B, 1H, 6E, 27F, 7D	Attachment A
Gillespie	1950's	34W, 0B, 0H, 2E, 26F, 6D	30W, 0B, 1H, 1E, 28F, 2D	Attachment A
Girard	1950's	12W, 0B, 1H, 1E, 10F, 2D	15W, 0B, 1H, 3E, 10F, 3D	Attachment A
Staunton	1950's	36W, 0B, 0H, 3R, 30F, 3D	28W, 0B, 0H, 3E, 21F, 4D	Attachment A
Mt. Olive	1950's	11W, 0B, 0H, 2E, 7F, 2D	10W, 0B, 0H, 0E, 8F, 2D	Attachment A
Palmyra	1950's	3W, 0B, 0H, 1E, 2F, 0D	9W, 0B, 0H, 2E, 6F, 1D	Attachment A
Virden	1950's	17W, 0B, 1H, 3E, 12F, 2D	18W, 0B, 0H, 6E, 10, 2D	Attachment A

W = White, B = Black, H = Hispanic, E = Elderly, F = Family, D = Disabled

The above table reflects the changes between FY2004 and FY2005. See Attachment A, il0472a01 for the percent change.

Macoupin County Housing Authority has maintained nine, town-based waiting lists since the 1950's in order to minimize vacancies while maximizing applicant housing choice options. HUD has reviewed and confirmed this practice on numerous occasions since the 1950's.

2. What is the number of site based waiting list developments to which families may apply at one time? All 9 lists
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? 3
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:

B. Site-Based Waiting Lists – Coming Year (Town-Based)

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 next component.

1. How many site-based waiting lists will the PHA operate in the coming year? 9 Town base
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? All 9 of them
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)

2. Capital Improvement Needs

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

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

A. Capital Fund Program

1. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2. 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: 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. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
<input type="checkbox"/>	Revitalization Plan under development
<input type="checkbox"/>	Revitalization Plan submitted, pending approval
<input type="checkbox"/>	Revitalization Plan approved
<input type="checkbox"/>	Activities pursuant to an approved Revitalization Plan underway

3. Yes No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
 If yes, list development name(s) below:

4. 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:

5. 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:

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program
 (if applicable) [24 CFR Part 903.12(c), 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:

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):

- 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.
- 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.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- Demonstrating that it has other relevant experience (list experience below):

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

Yes No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1. 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:)

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

5. 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) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: State of Illinois
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - The PHA has based its statement of needs of families on its waiting lists 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)
 - Preserve existing housing stock
 - Other: (list below)
3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)
 - State provides technical assistance upon request

6. Supporting Documents Available for Review for Streamlined 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
X	<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>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual 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
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" 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 checked="" 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 checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	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
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
		Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
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
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, 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 checked="" 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
X	FSS Action Plan(s) for public housing and/or Section 8. (PUBLIC HOUSING)	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
X	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.	Annual Plan: 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 and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : 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 Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: <p style="text-align: center;">Macoupin County Housing Authority</p>			Grant Type and Number Capital Fund Program Grant No: IL06P04750106 Replacement Housing Factor Grant No:		Federal FY of Grant: 2006
<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	\$69,081			
3	1408 Management Improvements	\$69,081			
4	1410 Administration	\$69,081			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$52,500			
8	1440 Site Acquisition				
9	1450 Site Improvement	\$93,000			
10	1460 Dwelling Structures	\$213,500			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	\$2,067			
13	1475 Nondwelling Equipment	\$115,000			
14	1485 Demolition	\$2,500			
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	\$5,000			
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$690,810			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Macoupin County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P04750106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Service contracts	1406		\$29,081				
HA-Wide	Vacancy reduction plan activities	1406		\$40,000				
HA Wide	Resident Services Coordinator	1408		\$44,000				
HA Wide	Commissioner /Staff Training	1408		\$10,000				
HA Wide	Technical Assistance with operations and affordable housing	1408		\$15,081				
HA Wide	CFP Administrator/Clerical Support	1410		\$69,081				
HA Wide	A/E Fees	1430		\$30,000				
HA Wide	Agency plan technical assistance	1430		\$7,500				
HA Wide	LBP/asbestos inspections/assessments	1430		\$15,000				
IL047-12	Repair/replace sidewalks & drives	1450		\$93,000				
HA Wide	Section 504 upgrade to full UFAS	1460		\$42,500				
HA Wide	Asbestos/LBP removal	1460		\$15,000				
IL047-04	Re-roof	1460		\$84,000				
IL047-08	Replace exterior wall panels	1460		\$72,000				
HA Wide	Upgrade facilities, furniture, equip	1470		\$2,067				
HA Wide	Computer/communication systems upgrades	1475		\$75,000				
HA Wide	Maintenance, vehicles and tools	1475		\$40,000				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Macoupin County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P04750106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
IL047-05	Demolish two units	1485		\$2,500				
HA Wide	Purchase property	1499		\$2,500				
HA Wide	New development	1499		\$2,500				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Macoupin County Housing Authority			Grant Type and Number Capital Fund Program No: IL06P04750106 Replacement Housing Factor No:				Federal FY of Grant: 2006
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	
HA-Wide	9/30/2008			9/30/2010			
IL047-04	9/30/2008			9/30/2010			
IL047-05	9/30/2008			9/30/2010			
IL047-08	9/30/2008			9/30/2010			
IL047-12	9/30/2008			9/30/2010			

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Macoupin County Housing Authority				<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2007 PHA FY: 2007	Work Statement for Year 3 FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 4 FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 5 FFY Grant: 2010 PHA FY: 2010
IL047-001	Annual Statement		\$184,000		
IL047-002					
IL047-003		\$24,000			
IL047-004					
IL047-005					
IL047-006				\$24,000	
IL047-008					
L047-009		\$21,000			
L047-010		\$21,000			\$5,000
L047-011				\$10,000	
L047-012		\$17,500			
L047-013		\$56,000			\$11,000
L047-014		\$105,067			\$8,000
L047-015		\$63,000			\$15,000
L047-016		\$70,000			\$20,000
L047-017				\$70,000	\$20,000
L047-018				\$49,000	\$20,000
L047-019				\$45,667	
L047-020				\$17,400	\$6,000
1450 HA-Wide					\$5,000
1460 HA-Wide		\$25,000	\$15,000	\$15,000	
1406 Operations		\$69,081	\$69,081	\$69,081	\$69,081
1408 Mgt Improve		\$69,081	\$69,081	\$69,081	\$69,081
1410 Administration		\$69,081	\$69,081	\$69,081	\$69,081
1430 Fees and Costs		\$47,500	\$47,500	\$52,500	\$52,500
1470 Non-Dwelling Structures		\$1,000	\$1,000	\$1,067	\$2,067

8. Capital Fund Program Five-Year Action Plan

1475 Vehicles/tools		\$15,000	\$7,000	\$30,000	\$30,000
1475 Computer		\$10,000	\$10,000	\$40,000	\$40,000
1485 Demolition		\$2,500	\$1,000	\$15,000	\$15,000
1499 Purchase property		\$2,500	\$1,000	\$15,000	\$15,000
1499 New Development		\$2,500	\$1,000	\$210,000	\$240,000
Total CFP Funds (Est.)		\$690,810	\$690,810	\$690,810	\$690,810
Replacement Housing Factor Funds					

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : <u>2</u> FFY Grant: 2007 PHA FY: 2007			Activities for Year: <u>3</u> FFY Grant: 2008 PHA FY: 2008		
	Project Name/ Number	Major Work Categories	Estimated Cost	Project Name/ Number	Major Work Categories	Estimated Cost
See	HA-Wide	1406 Operations	\$69,081	HA-Wide	1406 Operations	\$69,081
Annual	HA-Wide	1408 Management Improvements	\$69,081	HA-Wide	1408 Management Improvements	\$69,081
Statement	HA-Wide	1410 CFP Administration	\$69,081	HA-Wide	1410 CFP Administration	\$69,081
	HA-Wide	1430A/E Fees	\$25,000	HA-Wide	1430A/E Fees	\$25,000
	HA-Wide	1430 CFP Tech Assistance	\$7,500	HA-Wide	1430 CFP Tech Assistance	\$7,500
	HA-Wide	1430 LBP/Asbestos inspect/assess	\$15,000	HA-Wide	1430 LBP/Asbestos inspect/assess	\$15,000
	IL047-14	1450 Repair/replace walks/drives	\$87,567	IL047-19	1450 Repair/replace walks/drives	\$45,667
	HA-Wide	1460 Section 504 upgrade, full UFAS	\$10,000	HA-Wide	1460 Section 504 upgrade, full UFAS	\$10,000
	HA-Wide	1460 LBP/Asbestos removal	\$15,000	HA-Wide	1460 LBP/Asbestos removal	\$5,000
	IL047-04	1460 Re-roof	\$24,000	IL047-06	1460 Re-roof	\$24,000
	IL047-13	1460 Replace kitchen cabinets	\$42,000	IL047-02	1460 Re-roof	\$184,000
	IL047-15	1460 Replace kitchen cabinets	\$63,000	IL047-17	1460 Replace kitchen cabinets	\$70,000
	IL047-16	1460 Replace kitchen cabinets	\$70,000	IL047-18	1460 Replace kitchen cabinets	\$49,000
	IL047-12	1460 Install carpet in 1BR elderly units	\$17,500	IL047-20	1460 Replace kitchen cabinets	\$17,400
	IL047-13	1460 Install carpet in 1BR elderly units	\$14,000	IL047-09	1460 Replace boiler room doors	\$10,000
	IL047-14	1460 Install carpet in 1BR elderly units	\$17,500	HA-Wide	1470 Upgrade nondwelling structures	\$1,000
	IL047-09	1460 Replace boiler room doors	\$21,000	HA-Wide	1475 Vehicles, tools and equipment	\$7,000
	IL047-10	1460 Replace boiler room doors	\$21,000	HA-Wide	1475 Computer/Communicate system	\$10,000
	HA-Wide	1470 Upgrade nondwelling structures	\$1,000	IL047-05	1485 Demolition	\$1,000
	HA-Wide	1475 Vehicles, tools and equipment	\$15,000	HA-Wide	1499 Purchase property	\$1,000
	HA-Wide	1475 Computer/communicate systems	\$10,000	HA-Wide	1499 New development	\$1,000
	IL047-05	1485 Demolition	\$2,500			
	HA-Wide	1499 Purchase property	\$2,500			
	HA-Wide	1499 New development	\$2,500			
Total CFP Estimated Cost			\$690,810			\$690,810

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : <u>4</u> FFY Grant: 2009 PHA FY: 2009			Activities for Year: <u>5</u> FFY Grant: 2010 PHA FY: 2010		
	Project Name/ Number	Major Work Categories	Estimated Cost	Project Name/ Number	Major Work Categories	Estimated Cost
See	HA-Wide	1406 Operations	\$69,081	HA-Wide	1406 Operations	\$69,081
Annual	HA-Wide	1408 Management Improvements	\$69,081	HA-Wide	1408 Management Improvements	\$69,081
Statement	HA-Wide	1410 CFP Administration	\$69,081	HA-Wide	1410 CFP Administration	\$69,081
	HA-Wide	1430A/E Fees	\$30,000	HA-Wide	1430A/E Fees	\$30,000
	HA-Wide	1430 CFP Tech Assistance	\$7,500	HA-Wide	1430 CFP Tech Assistance	\$7,500
	HA-Wide	1430 LBP/Asbestos inspect/assess	\$15,000	HA-Wide	1430 LBP/Asbestos inspect/assess	\$15,000
	HA-Wide	1450 Repair/replace walks/drives	\$5,000	HA-Wide	1450 Repair/replace walks/drives	\$5,000
	HA-Wide	1460 Section 504 upgrade, full UFAS	\$10,000	IL047-10	1450 Upgrade Pavilion	\$5,000
	HA-Wide	1460 LBP/Asbestos removal	\$5,000	IL047-15	1450 Upgrade Pavilion	\$5,000
	IL047-12	1460 Replace boiler room doors	\$11,000	HA-Wide	1460 Section 504 upgrade, full UFAS	\$10,000
	IL047-13	1460 Replace boiler room doors	\$8,000	HA-Wide	1460 LBP/Asbestos removal	\$5,000
	IL047-14	1460 Replace boiler room doors	\$15,000	IL047-18	1460 Window repair/replace	\$14,000
	IL047-20	1460 Replace boiler room doors	\$6,000	IL047-19	1460 Window repair/replace	\$10,000
	IL047-15	1460 Window repair/replace	\$20,000	IL047-20	1460 Window repair/replace	\$35,000
	IL047-16	1460 Window repair/replace	\$20,000	HA-Wide	1470 Upgrade nondwelling structures	\$2,067
	IL047-17	1460 Window repair/replace	\$20,000	HA-Wide	1475 Vehicles, tools and equipment	\$30,000
	HA-Wide	1470 Upgrade nondwelling structures	\$1,067	HA-Wide	1475 Computer/Communicate system	\$40,000
	HA-Wide	1475 Vehicles, tools and equipment	\$30,000	IL047-05	1485 Demolition	\$15,000
	HA-Wide	1475 Computer/communicate systems	\$40,000	HA-Wide	1499 Purchase property	\$15,000
	IL047-05	1485 Demolition	\$15,000	HA-Wide	1499 New development	\$240,000
	HA-Wide	1499 Purchase property	\$15,000			
	HA-Wide	1499 New development	\$210,000			
Total CFP Estimated Cost			\$690,810			\$690,810

ATTACHMENT A
MACOUPIN COUNTY HOUSING AUTHORITY
TOWN BASED WAITING LIST ANALYSIS

Town	White					Black					Hispanic					Elderly					Family					Disabled				
	2004		2005		% Diff	2004		2005		% Diff	2004		2005		% Diff	2004		2005		% Diff	2004		2005		% Diff	2004		2005		% Diff
	#	%	#	%		#	%	#	%		#	%	#	%		#	%	#	%		#	%	#	%		#	%	#	%	
Benld	17	7.49%	26	13.33%	5.8%	0	0.00%	0	0.00%	0.0%	0	0.00%	0	0.00%	0.0%	3	1.32%	1	0.51%	-0.8%	11	4.85%	22	11.28%	6.44%	3	1.32%	3	1.54%	0.22%
Bunker Hill	16	7.05%	16	8.21%	1.2%	0	0.00%	0	0.00%	0.0%	0	0.00%	0	0.00%	0.0%	3	1.32%	2	1.03%	-0.3%	10	4.41%	12	6.15%	1.75%	3	1.32%	2	1.03%	-0.30%
Carlinville	29	12.78%	40	20.51%	7.7%	0	0.00%	1	0.51%	0.5%	0	0.00%	1	0.51%	0.5%	2	0.88%	6	3.08%	2.2%	17	7.49%	27	13.85%	6.36%	10	4.41%	7	3.59%	-0.82%
Gillespie	34	14.98%	30	15.38%	0.4%	0	0.00%	1	0.51%	0.5%	0	0.00%	1	0.51%	0.5%	2	0.88%	1	0.51%	-0.4%	26	11.45%	28	14.36%	2.91%	6	2.64%	2	1.03%	-1.62%
Girard	62	27.31%	15	7.69%	-19.6%	1	0.44%	1	0.51%	0.1%	1	0.44%	1	0.51%	0.1%	1	0.44%	3	1.54%	1.1%	10	4.41%	10	5.13%	0.72%	2	0.88%	3	1.54%	0.66%
Staunton	36	15.86%	28	14.36%	-1.5%	0	0.00%	0	0.00%	0.0%	0	0.00%	0	0.00%	0.0%	3	1.32%	3	1.54%	0.2%	30	13.22%	21	10.77%	-2.45%	3	1.32%	4	2.05%	0.73%
Mt. Olive	11	4.85%	10	5.13%	0.3%	0	0.00%	0	0.00%	0.0%	0	0.00%	0	0.00%	0.0%	2	0.88%	0	0.00%	-0.9%	7	3.08%	8	4.10%	1.02%	2	0.88%	2	1.03%	0.14%
Palmyra	3	1.32%	9	4.62%	3.3%	0	0.00%	0	0.00%	0.0%	0	0.00%	0	0.00%	0.0%	1	0.44%	2	1.03%	0.6%	2	0.88%	6	3.08%	2.20%	0	0.00%	1	0.51%	0.51%
Virden	17	7.49%	18	9.23%	1.7%	1	0.44%	0	0.00%	-0.4%	1	0.44%	0	0.00%	-0.4%	3	1.32%	6	3.08%	1.8%	12	5.29%	10	5.13%	-0.16%	2	0.88%	2	1.03%	0.14%
Totals	225	99.12%	192	98.46%	-0.7%	2	0.88%	3	1.54%	0.7%	2	0.88%	3	1.54%	0.7%	20	8.81%	24	12.31%	3.5%	125	55.07%	144	73.85%	18.78%	31	13.66%	26	13.33%	-0.32%

ATTACHMENT B

**Macoupin County Housing Authority
760 Anderson Street
P. O. Box 226
Carlinville, IL 62626
217-854-8606 Fax 217-854-8749**

**CERTIFICATION
OF
VOLUNTARY CONVERSION OF PUBLIC HOUSING DEVELOPMENTS**

March 27, 2006

The Macoupin County Housing Authority hereby certifies that it has:

- Reviewed the following development's operation as public housing:

IL 47-01	IL 47-12
IL 47-02	IL 47-13
IL 47-03	IL 47-14
IL 47-04	IL 47-15
IL 47-05	IL 47-16
IL 47-06	IL 47-17
IL 47-08	IL 47-18
IL 47-09	IL 47-19
IL 47-10	IL 47-20

- Considered the implications of converting the above public housing developments to tenant based assistance; and

- Concluded that conversion of the above developments will be inappropriate because removal of the developments will not meet the necessary conditions for voluntary conversions since:
 - 1) Converting to tenant based assistance will be the same cost as continuing to operate the developments as public housing. The residents and community overwhelmingly prefers the current public housing to tenant based assistance (Section 8);

 - 2) Residents and the community will benefit more by keeping the developments as public housing rather than converting to tenant based assistance; and

 - 3) Converting to tenant based assistance will adversely affect the availability of affordable housing in Macoupin County.

Margaret (Peg) Barkley, E.D.

Date

ATTACHMENT B

Component 10 (B) Voluntary Conversion Initial Assessments

- a. How many of the PHA’s developments are subject to the Required Initial Assessments? **Eighteen developments**
- b. How many of the PHA’s developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? **One (IL047-11)**
- c. How many Assessments were conducted for the PHA’s covered developments? **Eighteen**
- d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments: **None**

Development Name	Number of Units

- d. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments: **The assessment is complete**

Attachment C: Deconcentration and Income Mixing

**Macoupin County Housing Authority
760 Anderson Street
P. O. Box 226
Carlinville, IL 62626
217-854-8606 Fax 217-854-8749**

CERTIFICATION OF DECONCENTRATION AND INCOME MIXING

March 27, 2006

The Macoupin County Housing Authority hereby certifies:

- That the following developments are general occupancy developments covered by the deconcentration rule:

IL 47-01	IL 47-12
IL 47-02	IL 47-13
IL 47-03	IL 47-14
IL 47-04	IL 47-15
IL 47-05	IL 47-16
IL 47-06	IL 47-17
IL 47-08	IL 47-18
IL 47-09	IL 47-19
IL 47-10	IL 47-20
IL 47-11	

- That four of the nineteen covered developments have average incomes below 85% of the average incomes of all such developments and that three of the nineteen covered developments have average incomes above 115% of the average incomes of all such developments.

Margaret (Peg) Barkley, Executive Director

Date

Attachment C: Deconcentration and Income Mixing

(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 as follows:

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)]
IL047-01	12	Above 115%	Incentives/skipping
IL047-03	24	Above 115%	Incentives/skipping
IL047-05	6	Below 85%	Incentives/skipping
IL047-06	20	Above 115%	Incentives/skipping
IL047-09	18	Below 85%	Incentives/skipping
IL047-13	12	Below 85%	Incentives/skipping
IL047-14	20	Below 85%	Incentives/skipping
IL047-19	14	Below 85%	Incentives/skipping

Average rents by development and Housing Authority wide are presented on the next page.

Attachment C: Deconcentration and Income Mixing

Development	Avg Income	Below 85%	Above 115%
IL47-01	\$14,104		Y
IL47-02	\$11,002		
IL47-03	\$13,296		Y
IL47-04	\$11,727		
IL47-05	\$9,123	Y	
IL47-06	\$15,008		Y
IL47-08	\$11,782		
IL47-09	\$9,262	Y	
IL47-10	\$12,758		
IL47-11	\$12,863		
IL47-12	\$12,277		
IL47-13	\$6,957	Y	
IL47-14	\$8,789	Y	
IL47-15	\$10,970		
IL47-16	\$14,610		
IL47-17	\$10,400		
IL47-18	\$12,291		
IL47-19	\$8,426	Y	
IL47-20	\$10,420		
HA-Wide	\$11,329		
85% HA-Wide	\$9,630		
115% HA-Wide	\$13,028		

ATTACHMENT D
Resident Advisory Board
March 27, 2006

Ilene Winters 20 Olroyd Court Carlinville, IL 62626	(217) 854-3646	Carlinville
Mary Weeks 213 Deneen St. Staunton, IL 62088	(618) 635-2708	Staunton
Robert Hozianan 724B East Pleasant Street Bunker Hill, IL 62014	(618) 585-6164	Bunker Hill
Vacant		Palmyra
Margaret Odorizzi 506 South St. Gillespie, IL 62033	(217) 839-4830	Gillespie
Leta Frailey 105 N. Walnut St. Mt. Olive, IL 62069	(217) 999-7341	Mt. Olive
Joseph Young 612 Rimini Drive. Virden, IL 62690	(217) 965-9764	Virden
Vacant		Benld
Treva Juare 339 South Lincoln St. Girard, IL 62640	(217) 627-3248	Girard

Attachment E

DWELLING LEASE

This Dwelling Lease is entered into on _____ (the "Execution Date") to be effective as of _____ (the "Effective Date") by and between THE MACOUPIN COUNTY HOUSING AUTHORITY ("MCHA"), and _____ (the "Tenant").

BACKGROUND

Based on the representations made to it by the Tenant, including but not limited to representations regarding income, assets and family composition made in the Application for Admission and/or Application for Continued Occupancy which are incorporated by reference in this Lease, MCHA leases to the Tenant, and the Tenant leases from MCHA, the dwelling unit described below, under the terms and conditions outlined in this Lease, the rules and regulations of MCHA and applicable laws and regulations. By signing this Lease, the Tenant acknowledges that he or she understands and agrees to abide by all the terms and conditions of this Lease, the rules and regulations of MCHA as they are amended from time to time.

TERMS

NOW THEREFORE, in consideration of the promises, the mutual terms, covenants and conditions contained herein, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. DWELLING UNIT

MCHA hereby leases to the Tenant the dwelling unit located at _____ (the "Dwelling Unit"), and the Tenant leases such dwelling unit from MCHA under the terms and

conditions outlined in this Lease, the rules and regulations of MCHA and applicable laws and regulations.

2. PERSONS RESIDING IN THE DWELLING UNIT

The Tenant agrees to continuously occupy the Dwelling Unit as a residence for himself or herself and the members of his or her household. The Tenant agrees that the household members listed below are the only persons who are permitted to reside in the Dwelling Unit:

Member #	Name	Sex	DOB	SS#	Relation to Head
1		M/F			Head
2		M/F			
3		M/F			
4		M/F			
5		M/F			
6		M/F			
7		M/F			
8		M/F			
9		M/F			
10		M/F			
11		M/F			
12		M/F			

The Tenant agrees that the only persons permitted to reside in the Dwelling Unit are those household members listed above. The Tenant agrees that the persons listed above shall be considered members of the household and residents in the Dwelling Unit until such time as the

Tenant provides MCHA with written notice that such persons are no longer members of the household and are therefore no longer residents in the Dwelling Unit. Head of households and/or co-head of households must request in writing to be removed from the lease. The Tenant agrees to obtain the prior written consent of MCHA before permitting any persons to reside in the Dwelling Unit. THE TENANT AGREES THAT HE OR SHE SHALL BE RESPONSIBLE FOR THE ACTIONS OF ALL HOUSEHOLD MEMBERS AND ALL GUESTS OF HOUSEHOLD MEMBERS, AND THAT ANY VIOLATIONS OF THIS LEASE BY SUCH PERSONS SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE AND EVICTION OF ALL HOUSEHOLD MEMBERS FROM THE DWELLING UNIT.

3. TERM OF THE LEASE

The term of the lease shall be for twelve months. This Lease shall begin at 12:00 A.M. on the Effective Date and shall end at 11:59 P.M. on the last day of the twelfth month. This Lease shall be automatically renewed for an additional consecutive term of one (1) year, without further action by the Tenant or MCHA, at such rent as may be established by MCHA, unless earlier terminated by the Tenant or MCHA pursuant to the provisions of this Lease or for noncompliance of the tenant with the Community Service and Family Self-Sufficiency requirements of the Quality Housing And Work Responsibility Act of 1998.

4. PAYMENTS AND CHARGES DUE UNDER THE LEASE

A. Rent. The initial rent due to MCHA under this Lease is _____ Dollars (\$) ____ per month payable in advance on the first day of each month without demand. The amount of rent for the Dwelling Unit due to MCHA under this Lease is subject to change during the term of this Lease as determined by MCHA in accordance with applicable federal laws and regulations. If the Tenant is delinquent three (3) times, in any twelve (12) month period, Tenant shall be determined to be in repeated violation of the terms of this Lease. In such an event, MCHA will consider the repeated violation to be a breach of a condition of this Lease and the Tenant will be given fourteen (14) days to vacate the

Dwelling Unit.

- B. Late Fee.** Rent payments not received by MCHA by the close of business on the fifth day of the month in which such payments are due will incur a late processing fee of one dollar (\$1.00) per day until paid. Such late fees will be retroactive to the second day of the month, and the maximum amount of such late fees shall be thirty dollars (\$30.00). MCHA will charge the Tenant these late fees plus any bank charges for any unpaid checks returned to MCHA because of a closed checking account, stop payment order, non-sufficient funds or other reason. If a check is not honored by the close of business on the fifth calendar day of the month, the rent will be considered unpaid and subject to the late fees described in the section. MCHA will provide written notice to the Tenant of the amount of the late fees or processing charges owed and such charges will be due and collectible immediately.
- C. Court Costs and Attorney's Fees.** MCHA will charge the Tenant a fee to cover court costs and/or reasonable attorney's fees whenever MCHA incurs such costs and/or fees in a legal proceeding in which the Tenant does not prevail. If the Tenant is evicted, MCHA will remove the Tenant's personal property from the Dwelling Unit and dispose of such property in a manner prescribed by local law. The Tenant shall be responsible for the actual costs of removing the personal property from the Dwelling Unit.
- D. Security Deposit.** The Tenant agrees to pay a security deposit in an amount equal to One Hundred Dollars, (\$100.00), which MCHA will use for payment of any rent or other charges which the Tenant owes, or for repair of any damage to the Dwelling Unit upon termination of this Lease. 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 after the Tenant has vacated the Dwelling Unit, the Dwelling Unit has been inspected by MCHA, all remaining charges on the Tenant's account have been deducted, and the Tenant provides notice of new address within 30 days after vacating the premises. All interest on the Security Deposit accrues to the Authority.

- E. Pet Deposit.** The tenant agrees to pay a \$200 refundable pet deposit for each MCHA approved dog or cat. The \$200 refundable pet deposit does not limit MCHA from billing the tenant for damage in excess of \$200 caused by one dog or cat. **All interest on the Pet Deposit accrues to the Authority.**
- F. Maintenance charges.** The Tenant shall notify MCHA promptly of required repairs to the Dwelling Unit, and of unsafe conditions in the areas surrounding the Dwelling Unit. Except for normal wear and tear, the Tenant agrees to pay reasonable charges for repair for intentional or negligent damage to the Dwelling Unit and the areas surrounding the Dwelling Unit, MCHA equipment, or for extra maintenance expense caused by the Tenant, the household members, guests and for damage caused by the failure of the Tenant to report the need for repairs. In the absence of a satisfactory explanation, damage beyond normal wear and tear to the Dwelling Unit and the areas surrounding the dwelling unit shall be deemed to be caused by the Tenant, the household members or guests intentionally or negligently. MCHA will provide written notice to the Tenant of the amount of the maintenance charges owed and such charges shall be due and collectible on the first day of the following month after the date of written notice if the charges are billed by the fifteenth of the month. If billed after the fifteenth of the month, the maintenance charges are due the second month. For example, if maintenance charges are billed on or before August 15, they are due by September 1. However, if the charges are billed after August 15, they are due October 1. MCHA reserves the right to refuse a tender of rent if made without a payment of such charges after such charges are due. In no event shall a tender of rent without a payment of charges be accepted if the Tenant has been served with a notice to vacate. The Tenant shall be charged for the cost of maintenance services in accordance with the Schedule of Maintenance Charges posted in the MCHA central management office when MCHA determines that needed maintenance is not caused by normal wear and tear. The Tenant shall be charged the actual cost to MCHA for the labor and materials needed to complete the work for repairs not listed on the Schedule of Maintenance Charges.

G. Utilities.

1. MCHA shall furnish the Tenant with the following utilities:_____

_____ MCHA shall not be responsible for failure to furnish utilities by reason of any cause beyond MCHA's control. Utility allowances are posted in MCHA's central management office.

2. Tenant shall supply the following utilities using the utility company designated by MCHA:

<u>Utility</u>	<u>Designated Utility Company</u>
_____	_____
_____	_____
_____	_____
_____	_____

The Tenant must supply proof to MCHA that the utilities the Tenant is responsible for are all in the Tenant's name with the MCHA designated utility company. MCHA, and not the tenant, selects the utility company.

Tenants shall select their own telephone provider.

H. Place of Payment of Rent and Other Charges. Rent and all other charges due to MCHA shall be paid at the bank designated by MCHA.

5. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY FOR CONTINUED OCCUPANCY

A. Redetermination of Rent. On an annual basis, unless the tenant has chosen to pay flat rents, MCHA shall determine whether the Tenant is eligible for MCHA housing, whether the rental amount paid by the Tenant under this Lease should be increased, decreased or remain the same, and whether the size of the Dwelling Unit occupied by the Tenant is appropriate to the Tenant's needs. Tenants who have chosen to pay flat rents will not be reexamined more often than once every three years. These determinations will be made in accordance with MCHA's Admissions and Continued Occupancy Policies which are posted in the MCHA central management office. The initial rental amount and subsequent rental amount determinations shall remain in effect for the period between annual redeterminations of rent unless during such period:

- (i) Persons not permitted to reside in the Dwelling Unit are determined by MCHA to be residing in the unit;
- (ii) The Tenant requests a redetermination of rent due to a decrease in family income or change in family composition;
- (iii) The current rental amount was calculated for a temporary time period; or
- (iv) There is a change in HUD regulations requiring such a redetermination.

B. Recertification. Tenants who select income-based rents agree to be recertified annually. Tenants who select flat rents agree to be recertified every three years. The Tenant agrees to attend the required recertification meeting and to furnish such information and certifications regarding income, assets and family composition as MCHA may request to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit and to execute such further documentation as MCHA may request to facilitate the verification of such information. The Tenant's failure to attend the required recertification meeting or furnish the requested information and certifications in a timely manner, is grounds for termination of this Lease by MCHA. If, as a result of misrepresentation made by Tenant at the time of admission, annual re-examination, or rent

review, Tenant pays rent in an amount lower than that set forth in the Schedule of Rents, Tenant shall be liable for the difference between the actual rent paid and the rent which should have been paid as determined by proper application of the Schedule of Rents. Tenant shall be liable for such difference from the date of the misrepresentation to the date on which the proper rent adjustment becomes effective. Restitution of the difference must be paid in full within thirty (30) days of such determination. Failure to pay the balance due constitutes late rent and is grounds for termination of the Lease and eviction from the Dwelling Unit. If MCHA determines that Tenant has gained admission or remained in occupancy in the MCHA's unit through Tenant's misrepresentation of his/her income, assets, child care, or family composition, the Tenant will be evicted immediately at the time the misrepresentation is discovered, whether the Tenant is or is not eligible at the time the misrepresentation is discovered.

- C. **Transfer to Appropriate Size Dwelling Unit.** The Tenant agrees to transfer to an appropriate size dwelling unit based on family composition upon notice from MCHA that such a dwelling unit is available. Failure to transfer to such dwelling unit is grounds for termination of this Lease by MCHA. A non-disabled tenant who accepts an accessible unit must transfer to another unit of appropriate size if a disabled person/persons has need for the tenant's unit.

- D. **Notification.** When MCHA redetermines the amount of rent payable by the Tenant (not including redetermination of MCHA's Schedule of Utility Allowances if any) or determines that the Tenant must transfer to another dwelling unit based on family composition, MCHA shall notify the Tenant that the Tenant may request an explanation stating the specific grounds of the MCHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the MCHA Grievance Procedure.

6. **TENANT'S RIGHT TO USE AND OCCUPANCY**

- A. Occupancy.** The Tenant shall have the right to exclusive use and occupancy of the Dwelling Unit by the members of the household authorized to reside in the unit in accordance with the Lease, including reasonable accommodation of their guests. For purposes of this Lease, the term "guest" means a person in the Dwelling Unit with the consent of a member of the household authorized to reside in the Dwelling Unit.
- B. Legal Profit-Making Activities.** With the prior written consent of MCHA, authorized members of the household may engage in legal profit-making activities in the Dwelling Unit where MCHA determines in its sole and absolute discretion that such activities are incidental to primary use of the leased Dwelling Unit for residence by members of the household.
- C. Residence by Foster Children and Live-In Aides.**
- (i) With the prior written consent of MCHA, a foster child or a live-in aide may reside in the Dwelling Unit. MCHA may adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining the circumstances in which MCHA consent will be granted or denied. Under such policies, the factors considered by MCHA may include:
- (a) whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available;
 - (b) MCHA's obligation to make reasonable accommodation for disabled persons. However, under no circumstances may the relatives of a live-in aide reside in the Dwelling Unit.
- (ii) For purposes of this Lease the term "live-in aide" means a person who resides with an elderly, disabled or handicapped person and who:
- (a) is determined by MCHA to be essential to the care and well-being of the person;
 - (b) is not obligated for the support of the person; and
 - (c) would not be living in the Dwelling Unit except to provide the necessary supporting services.

7. MCHA OBLIGATIONS

Except in circumstances beyond its control, MCHA is obligated to:

- A.** Maintain the Dwelling Unit and the development in decent, safe and sanitary condition;
- B.** Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety;
- C.** Make necessary repairs to the Dwelling unit;
- D.** Keep development buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition;
- E.** Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
- F.** Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the Dwelling Unit by the Tenant as provided in subsection 8.G. below;
- G.** (i) Notify the Tenant of the specific grounds for any proposed adverse action by MCHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair.

(ii) When MCHA is required to afford the Tenant the opportunity for a hearing under the MCHA Grievance Procedure for a grievance concerning a proposed adverse action:
 - (a) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with 24 CFR section 966.4(1)(3) shall constitute adequate notice of proposed adverse action.

(b) In the case of a proposed adverse action other than a proposed lease termination, MCHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

H. MCHA is not responsible for any damages and/or losses to the Tenant's personal property. The MCHA's insurance will not cover the Tenant's personal property. The Tenant should secure personal household insurance.

8. TENANT OBLIGATIONS

The Tenant shall be obligated as follows:

- A.** Not to assign the Lease or sublease or transfer possession of the Dwelling Unit or any part thereof; or permit the use of the premises for any purposes other than as a private dwelling solely for the Tenant and family members appearing on this Lease. This does not exclude visitors of the Tenant from occupying premises for a reasonable length of time; however, tenants must notify the Authority of all overnight visitors. Visitors may not occupy the premises for more than fourteen days within a twelve month period. Visitor status shall be assumed if the person claiming such status maintains a separate domicile.
- B.** Not to provide accommodations for boarders or lodgers;
- C.** To use the Dwelling Unit solely as a private dwelling for the Tenant and the Tenant's household as identified in this Lease and not to use or permit its use for any other purpose;
- D.** To abide by all rules and regulations promulgated by MCHA as amended from time to time, which shall be posted in the MCHA central management office and incorporated by reference in this Lease;

- E.** To comply and cause all members of the household and guests to comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- F.** To keep the Dwelling Unit and such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition;
- G.** To dispose of all garbage, rubbish and other waste from the Dwelling Unit in a sanitary and safe manner;
- H.** To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances;
- I.** To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging or removing any part of the Dwelling Unit or development;
- J.** To pay reasonable charges for the repair of damage to the Dwelling Unit (other than for ordinary wear and tear), or to the development (including damage to buildings, facilities or common areas) caused by the Tenant, members of the household or guests;
- K.** To act, and cause household members and guests to act, in a manner which will not disturb other tenants' and neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;
- L.** (i) To assure that the Tenant, any member of the household, a guest, or another person under their control shall not engage in:
 - (a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MCHA's public housing premises by other residents or employees of MCHA; or
 - (b) Any drug-related criminal activity on or off such premises. Any criminal

activity in violation of the preceding sentence shall be cause for termination of this Lease and eviction from the Dwelling Unit.

- (ii) For purposes of this Lease, the term "drug-related criminal activity" means 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. section 802));

- M.** To perform seasonal tasks as requested by MCHA including watering and mowing of lawns and snow and ice removal, and to maintain yards and side yards of detached and semi-detached housing units.

- N.** Tenants may be allowed to keep pets as outlined in the PET POLICY;

- O.** To report any pests which are observed in the dwelling unit. MCHA reserves the right to provide routine pest control services at no cost to the Tenant. However, should an extended, or more concentrated service be required due to housekeeping or other conditions caused by the Tenant, or refusal of routine service by the Tenant, then the Tenant will be charged the actual cost of this extended or concentrated service. To prepare for the pest control services, the Tenant may be required at MCHA's request to clean-up their units; remove all items from cabinets, shelves and drawers in kitchen and pantry areas, (place on kitchen table and cover); remove all items from closet shelves and floor; move all hanging clothes to the center of the rods; pull all furniture from the wall; and cover all unpacked food items including those in the refrigerator;

- P.** Upon notice from MCHA, remove from any parking place within the development any unlicensed or inoperable vehicle or other vehicle under repair owned by the Tenant or members of Tenant's household or guests. Any vehicle remaining in a parking area twenty-four (24) hours after such notice shall be considered abandoned and may be disposed of by MCHA with the cost of removal and disposal assessed against Tenant.

- Q.** Tenant shall use reasonable care to keep his/her Dwelling Unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify MCHA promptly of known need for repairs to his/her Dwelling Unit, and of known unsafe conditions of the grounds of the unit which may lead to damage or injury. Except for normal wear and tear, Tenant shall pay reasonable charges for repair of intentional or negligent damage to the Dwelling Unit or the development caused by Tenant, his/her family dependents, or guests; or for services performed by MCHA because of Tenant's failure to adequately maintain the grounds on which the Dwelling Unit is located.
- R.** Tenant shall pay rent in advance on the first day of each month without demand.
- S.** Tenant shall keep all MCHA appliances and equipment clean and use reasonable care in their use, operation, and maintenance at all times.
- T.** Tenant shall keep the yard neat and free of junk storage. Trash in trash cans with lids must be kept outside in the designated garbage areas and at no time stored in the unit.
- U.** Tenant shall not permit any objectionable or disorderly conduct, offensive language, noise or create or permit the creation of a nuisance on the premises which will disturb or interfere with other tenants'/neighbors' rights to peaceful enjoyment of the premises.
- V.** Tenant shall not install any antenna, radio equipment, and/or other communication devices that would disturb or interfere with other tenants' right to peaceful enjoyment of the premises.
- W.** No additional or new locks may be installed on any doors without prior written approval by MCHA.
- X.** Water must not be allowed to overflow by leaving faucets open. Toilets and other water apparatus shall not be used for any purposes other than those for which they were

constructed.

- Y.** Windows and doors must not be left open and thermostats set below 55 degrees in cold weather whereby water pipes will freeze.
- Z.** Tenant agrees to promptly notify MCHA of any conditions in the unit that are dangerous to health or safety of Tenant or other tenants, or which may do damage to the premises. Damages done by third parties must be reported to local police department as well as MCHA. Tenant may be held responsible for damages done by their guests.
- AA.** Tenants are responsible for paying the rent and any other money due to MCHA under this Lease or as a result of any breach of this Lease, and each and every Tenant is individually responsible for paying the full amount of such debts, not just a proportionate share.
- BB.** Tenant agrees to give MCHA notice in writing when the premises are to be vacant for two weeks or more, but such notice shall not render MCHA responsible for any personal property of any nature or description left in or on the Dwelling Unit during Tenant's absence.
- CC.** To provide adequate supervision for resident's children or the children of guests, to respect the rights and well-being of other residents, neighbors and MCHA staff and property.

9. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

If the Dwelling Unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:

- A.** The Tenant shall immediately notify MCHA of the damage;
- B.** MCHA shall be responsible for repair of the Dwelling Unit within a reasonable time,

provided, that if the damage was caused by the Tenant, the Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant;

- C. MCHA shall offer standard alternative accommodations, if warranted, where necessary repairs cannot be made within a reasonable time; and
- D. Rental payments shall abate in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with subsection B above, or alternative accommodations are not provided in accordance with subsection C above, except that no abatement of rent shall occur if the Tenant fails to cooperate with those persons attempting to make such repairs; or rejects the alternative accommodations; or if the damage was caused by the Tenant, Tenant's household, or guests.

10. INSPECTIONS

- A. **Pre-Occupancy Inspection.** MCHA and the Tenant or the Tenant's representative may inspect the Dwelling Unit prior to commencement of occupancy by the Tenant. MCHA shall furnish the Tenant with a written statement of the condition of the Dwelling Unit and the equipment provided with the unit. The statement shall be signed by MCHA and the Tenant and a copy of the statement shall be retained by MCHA in the Tenant's file.
- B. **Post-Termination Inspection.** MCHA shall inspect the Dwelling Unit at the time the Tenant vacates the unit and furnish the Tenant with a statement of any charges to be made in accordance with this Lease. MCHA shall notify the Tenant of the inspection, and the Tenant or the Tenant's representative may join in the inspection, unless the Tenant vacates the Dwelling Unit without having given prior written notice to MCHA.
- C. **Interim Inspections.** MCHA may perform interim inspections of the Dwelling Unit to review maintenance and housekeeping. Failure of the Tenant to maintain good housekeeping and properly report maintenance items is grounds for termination of the Lease

and eviction from the Dwelling Unit.

11. ENTRY OF THE DWELLING UNIT DURING THE TERM OF THIS LEASE

- A.** During the term of this Lease, MCHA, its employees, agents and representatives, shall, upon reasonable advance notification to the Tenant, be permitted to enter the Dwelling Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or for other good cause.
- B.** MCHA may enter the Dwelling Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- C.** Without prior notification, MCHA Maintenance employees (or MCHA Service Contractors) may enter units where the tenants are not at home to perform tenant requested maintenance or service work.
- D.** If the Tenant and all adult members of the household are absent from the Dwelling Unit at the time of entry, MCHA shall leave in the Dwelling Unit a written statement specifying the date, time and purpose of entry prior to leaving the Dwelling Unit.

12. NOTICES

- A. Notice to the Tenant.** Except as provided in section 11, any notice required or permitted to be given to the Tenant under this Lease shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the Dwelling Unit, or sent by prepaid first class mail or certified mail and properly addressed to the Tenant or posted on the premises. If MCHA is notified by the Tenant that he or she is visually impaired, then MCHA shall provide notice in a format which is accessible to that person.
- B. Notice to MCHA.** Any notice required or permitted to be given to MCHA under this Lease

shall be in writing and delivered to the MCHA central management office or sent by prepaid first class mail properly addressed to MCHA.

13. TERMINATION OF LEASE

- A. Termination by Tenant.** This Lease may be terminated by the Tenant at any time by providing thirty (30) days' prior written notice to MCHA in the manner specified in Section 12.
- B. Termination by MCHA.** MCHA may terminate the Lease for serious or repeated violations of the terms of the Lease, including but not limited to failure to pay rent and other charges when due, failure to abide by the Tenant's obligations under this Lease, or other good cause.
- C. Criminal Activity Grounds for Termination by MCHA.** MCHA has a One Strike or "Zero Tolerance" policy with respect to violations of Lease terms regarding criminal activity. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease and eviction from the Dwelling Unit, even in the absence of an arrest or conviction:

 - (i) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of MCHA public housing premises by other tenants or MCHA employees; or
 - (ii) Any drug-related criminal activity on or off such premises.

ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.

- D. Termination on Alcohol Abuse Grounds.** Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for termination of Lease if MCHA determines such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of the MCHA public housing premises by other tenants.
- E.** Termination by MCHA for Failure of Tenant to Comply with the Community Service and Family Self-Sufficiency Requirements of the Quality Housing and Work Responsibility Act of 1998.
- F. Notice of Lease Termination.**
- (i) MCHA shall give written notice of lease termination of:
 - (a) Fourteen (14) days in the case of failure to pay rent or utility charges;
 - (b) Three (3) days when the health or safety of other tenants or MCHA employees are threatened;
 - (c) Thirty (30) days in all other cases.
 - (ii) The notice of lease termination to the Tenant shall state the specific grounds for termination of the Lease and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine MCHA documents directly relevant to the termination or eviction as outlined in subsection 13-I below. When MCHA is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the MCHA Grievance Procedure.
 - (iii) Any notice to vacate which is required by State or local law will run concurrently with a notice of lease termination under this Lease.
 - (iv) When MCHA is required to afford the Tenant the opportunity for a hearing under the MCHA Grievance Procedure for a grievance concerning a 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.

- (v) When MCHA is not required to afford the Tenant the opportunity for a hearing under the MCHA Grievance Procedure for a grievance concerning a lease termination, and MCHA has decided to exclude such grievance from the MCHA Grievance Procedure, the notice of lease termination shall:
 - (a) State that the Tenant is not entitled to a grievance hearing on the termination;
 - (b) Specify the judicial eviction procedure to be used by MCHA for eviction of the Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations; and
 - (c) State whether the eviction is for criminal activity or for drug-related criminal activity.

G. Eviction Only by Court Action. MCHA may evict the Tenant from the Dwelling Unit only by bringing a court action.

- H.** (i) **MCHA Discretion to Consider Circumstances.** In deciding to evict for criminal activity, MCHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family members not involved in the prohibited activity. In appropriate cases, MCHA may, in its sole and absolute discretion, permit continued occupancy by remaining family members and may impose a condition that family members who engage in the prohibited activity will not reside in the unit. MCHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- (ii) **Notice to Post Office.** When MCHA evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity,

MCHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit.

- I. Right to Examine MCHA Documents before Hearing or Trial.** MCHA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before a MCHA grievance hearing or court trial concerning the termination of a tenancy or eviction, any documents, including records and regulations, which are in the possession of MCHA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such document, at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine MCHA documents concerning the termination of tenancy or eviction. If MCHA does not make documents available for examination upon request by the Tenant, MCHA may not rely on such documents at the grievance hearing.
- J. No waiver by acceptance of rent.** Following the service upon Tenant of a notice of termination of tenancy, neither payment of rent by Tenant nor acceptance of rent by MCHA shall constitute a waiver by MCHA of the lease violation that resulted in the notice of termination of tenancy.

14. GRIEVANCE PROCEDURE

All disputes concerning the obligations of the Tenant or MCHA under this Lease other than those involving drug-related criminal activity or the health, safety or right to peaceful enjoyment of the premises by other tenants or MCHA employees shall be resolved in accordance with the MCHA Grievance Procedure which is in effect at the time such grievance or appeal arises, and a copy of which is posted in the MCHA central management office and is incorporated in this Lease by reference.

15. MODIFICATION

Modification of this Lease must be accomplished by a written rider to the Lease executed by both parties except for rent redeterminations, eligibility, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in this Lease by reference.

16. POSTING OF POLICIES, RULES AND REGULATIONS

Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the MCHA central management office and shall be furnished to applicants and tenants on request. Such schedules, rules and regulations may be modified from time to time by MCHA provided that MCHA shall give at least thirty (30) days written notice to each affected tenant setting forth the proposed modification, the reasons therefor, and providing the tenant an opportunity to present written comments which shall be taken into consideration by MCHA prior to the proposed modifications becoming effective.

17. ACCOMMODATIONS OF PERSONS WITH DISABILITIES.

- A.** For all aspects of the lease and grievance procedure, a disabled person shall be provided reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the Dwelling Unit equal to a non-disabled person.

- B.** MCHA hereby provides notice to the Tenant that the Tenant may at any time during the term of this Lease, request reasonable accommodation for a disabled household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

18. MISCELLANEOUS.

Tenant acknowledges that he or she has read and understands this Lease Agreement and the rules

and regulations of MCHA as amended from time to time.

This lease, together with the incorporated Admissions and Continued Occupancy Policy, Pet Policy, Tenant Handbook, Grievance Procedure and any future adjustments of rent, dwelling unit, evidence the entire agreement between MCHA and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement at Carlinville, Illinois on the dates listed below.

HOUSING AUTHORITY

By: _____

DATE: _____

Title: Chief Executive Officer

TENANT

Head of household: _____

DATE: _____

Co-head of household: _____

DATE: _____

Attachment F

BY-LAWS OF THE MACOUPIN COUNTY HOUSING AUTHORITY

CARLINVILLE, ILLINOIS

Article I – The Authority

Section 1. Name of Authority. The name of the Authority shall be the “Macoupin County Housing Authority.”

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. Office of Authority. The offices of the Authority shall be located at 760 Anderson Street in the City of Carlinville, Illinois. Meetings of the Board of Commissioners shall be held at the Housing Authority Office, Carlinville, Illinois, unless another place be designated.

Article II – Officers

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice-Chairman, a Treasurer and a Secretary.

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. The Chairman shall sign contracts, deeds and other instruments entered into by the Authority, unless said instruments are signed by a duly authorized contracting officer. At each meeting the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs, and policies of the Authority.

Section 3. Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman, and in the case of the resignation or death of the Chairman, the Vice-Chairman shall perform the duties of the Chairman until such time as the Authority shall select a new Chairman.

Section 4. Treasurer. The Treasurer shall have the care and custody of all funds of the Authority in such bank or banks as the Authority may select. Two Commissioners shall sign all checks provided however the Chief Executive Officer may co-sign checks as provided below. The Treasurer shall pay out and disburse all moneys under the direction of the Authority. He shall keep regular books of accounts showing receipts and expenditures and shall render to the Authority, quarterly (or more often when requested) an account of his transactions and also of the financial condition of the Authority.

The Treasurer may delegate the record keeping responsibility and duty to deposit moneys listed above to the Executive Director.

Section 5. Secretary. The Secretary shall be responsible to keep the records of the Authority, shall act as Secretary of the meetings of the Authority, record all votes, keep a record of the minutes of the Authority, perform all duties incident to the office, keep in safe custody the seal of the Authority and have power to affix such seal to all contracts and instruments authorized to be executed by the Authority. The Chief Executive Officer of the Authority may be appointed as the Secretary of the Authority and if so shall not in any way be authorized to vote in any matters.

Section 6. Commissioners. The Board shall consist of seven Commissioners, one of which must be a current tenant in good standing. Commissioners are appointed by the Macoupin County Board of Commissioners Chairman. Commissioners shall serve for five year terms and may succeed themselves. All Commissioners shall be bonded for the faithful performance of their duties. The Commissioners of the Authority shall serve without compensation (other than the payment of necessary expenses).

Section 7. Chief Executive Officer. A Chief Executive Officer shall be appointed by the Authority, and shall have general supervision over the administration of the Authority's business and affairs, subject to the direction of the Authority, and shall be charged with the management of the housing projects including the responsibilities of the Treasurer delegated pursuant to Section 4 above. The compensation of the Chief Executive Officers shall be determined by the Authority.

The Chief Executive Officer shall have the Authority to co-sign with one commissioner, checks of the Authority. The Chief Executive Officer shall have the authority to sign contracts of the Authority and the Annual Contributions Contract (ACC) Amendments as the Contracting Officer. The Chief Executive Officer shall notify all commissioners in writing of signing the ACC Amendment.

Section 8. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 9. Election. The Chairman, Vice-Chairman and Treasurer shall be elected at the Annual Meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year or until their successors are elected and

qualified. The Secretary of the Authority shall be appointed by the Authority to serve for a period of one year.

Section 10. Vacancies. Should the office of Chairman, Vice-Chairman, or Treasurer become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Section 11. Additional Personnel. The Authority may from time to time employ such personnel as its deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authority Act of Illinois and all other laws of the State of Illinois applicable thereto.

Article III – Meetings

Section 1. Annual Meeting. The Annual Meeting of this Authority shall be held at the regular meeting place of the Authority at 6:00 p.m. on the first Tuesday of August, unless same shall be a legal holiday, in which event said meeting shall be held on the next business day. The Authority, by majority vote at a regular meeting, may specify an alternate meeting place and time on said day. Said alternate meeting place and time shall be announced in writing by posting the same in the office of the Authority at least three days prior to said annual meeting.

Section 2. Regular Meetings. Regular meetings shall be held, at the regular meeting place of the Authority, at 6:00 p.m., on the first Tuesday of each month, unless the same shall be a legal holiday, in which event said meeting shall be held on the next business day. The Authority, by majority vote at a regular meeting, may specify an alternate meeting place and time. Said alternate meeting place and time shall be

announced in writing by posting the same in the office of the Authority at least three days prior to said regular meeting.

Section 3. Special Meetings. The Chairman of the Authority may, when he deems it expedient, and shall, upon the request of three Commissioners of the Authority call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each Commissioner of the Authority or may be mailed to the business or home address of each Commissioner of the Authority at least three days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call.

Section 4. Quorum. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. Four Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the Commissioners.

Section 5. Order of Business. At the regular meetings of the Authority the following shall be the order of business.

1. Roll Call
2. Approval of the minutes of the previous meeting
3. Unfinished business
4. New business
5. Adjournment

All resolutions shall be in writing and shall be copied in the minutes of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting.

Section 7. Use of Pronouns He/She. The use of the pronoun he shall include the pronoun she.

Article IV – Amendments

Amendments to By-Laws. The by-laws of the Authority shall be amended by resolution with the approval of at least Four of the Commissioners of the Authority at a regular or a special meeting, but no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all of the Commissioners of the Authority.

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Personnel Policy Manual
Macoupin County Housing Authority
Macoupin County, Illinois

Date Adopted October 4, 1996

Date Revised October 5, 2000 (Organizational Chart)

October 5, 2000

October 1, 2002

October 1, 2003

October 1, 2004

October 1, 2005

October 1, 2006

• 760 Anderson Street, Carlinville, Illinois 62626' TEL: (217) 854-8606.

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MACOUPIN COUNTY HOUSING AUTHORITY

Substance Abuse Coverage Form

I, _____, have read and understand the Macoupin County Housing Authority Substance Abuse Policy.

I further understand that the use, possession, sale or distribution of alcohol, drugs or controlled substances in the workplace is strictly prohibited. For purposes of this policy, “Drugs or Controlled Substances” include legal and illegal (Street) drugs taken for non-medical reasons. It does not include prescription medication taken in accordance with a physician’s instructions. I also understand that the presence of such substances in my system during work hours places unacceptable risk and burden on the safe and efficient operation of my job, and consequently, is strictly forbidden.

I also understand that if arrested and/or convicted of off-job drug and alcohol activities, including driving under the influence, Macoupin County Housing Authority may take action against me.

I fully understand that my cooperation with and adherence to Macoupin County Housing Authority policies and procedures regarding substance abuse are conditions of my continued employment and that, if I violate, or am insubordinate by refusing to cooperate with any of these policies and procedures, I am subject to discipline, up to and including discharge.

Employee Signature

Date

Employee Social Security Number

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MACOUPIN COUNTY HOUSING AUTHORITY

Substance Abuse Test Consent Form

1. I, _____, do hereby give my consent to Macoupin County Housing Authority or it's agent to collect a urine and/or blood sample from me or conduct a breath test, as may be required under conditions of Macoupin County Housing Authority's Substance Abuse Policy.
2. I further give my consent to the Macoupin County Housing Authority to forward the sample(s) to: _____
for its performance of appropriate test thereon to identify the presence of drugs and/or alcohol.
3. I further give: _____ my permission to release the results of such test to the Chief Executive Officer of Macoupin County Housing Authority, or his/her delegate.
4. List any prescription or non-prescription drugs taken in the last thirty (30) days:

Drug	Date Last Taken	Prescribing Physician
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. I certify that I have not adulterated or substituted any sample given.

_____ Employee Signature	_____ Date
_____ Chief Executive Officer Signature	_____ Date

Use back of form if more space is needed

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MACOUPIN COUNTY HOUSING AUTHORITY

Termination Certificate

This is to certify that I do not have in my possession nor have I failed to return, any documents, data, resident lists, resident records, sales records, or copies of them, or other documents or materials, equipment or other property belonging to the Authority, its successors and assigns.

I further agree that I will not discuss confidential information, knowledge, data or other information relating to residents, processes, test data, resident lists or other subject matter pertaining to any business of the Authority or any of its clients, customers, consultants, licensees, or affiliates.

Employee Signature

Date

Chief Executive Officer Signature

Date

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MACOUPIN COUNTY HOUSING AUTHORITY
Tool Box Inventory

Tool Box _____

Color _____

I certify that I have been issued the following tools and equipment, owned by the Housing Authority.

- | | |
|------------------------------------|--|
| 1 Tool Box | 1 Flat File |
| 1 Hacksaw | 1 Round Small File |
| 1 Hammer | 1 Lineman Pliers |
| 1 Spackling Knife | 1 Needle Nose Pliers |
| 1 Square | 1 Wire Strippers |
| 1 Utility Knife | 1 Rt. Hand Tin Snips |
| 1 Combination Allen Set | 1 Drywall Saw |
| 1 Combination Torx Set | 1 Tip Cleaner - Pilot Lights |
| 1 Tape Measure | 1 Sandvik Slip Joint Plier |
| 2 Putty Knives Flex/Chisel | 1 6"Vise Grips |
| 1 6" Crescent Wrench | 1 Balance Bar Crank |
| 1 12" Crescent Wrench | 1 Ext. Match Holder |
| 1 15" Screw Drive | 1 Torpedo Level |
| 1 6 Piece Screw Driver Set | 1 12" Magnetic Changeable Bit Screw Driver |
| 1 6 Piece Nut Driver Set | 1 Inspection Mirror/Mag. Pick Up Tool |
| 1 Scratch Awl | 1 Pocket Thermometer Deg. -40 to 1 60F |
| 1 Wood Chisel | 1 C 5 Malco Gutter Crimper |
| 1 12" Steel Chisel | 1 1/8" T Handle Allen (for pumps) |
| 1 MI 1 OA UEI Volt/Ohm multi meter | 1 RS-3 Amprobe (clamp on) |
| 1 Flashlight (with good batteries) | |

Employee Signature

Date

Chief Executive Officer Signature

Date

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Macoupin County Housing Authority Statement on a Drug-Free Workplace

This Statement is provided pursuant to the Drug-Free Workplace Act of 1988

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the premises of Macoupin County Housing Authority. Appropriate disciplinary actions, which may include termination, will be taken against Housing Authority employees for violations of the prohibition.

“Controlled substance” for the purposes of this Statement means a controlled substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812), and as further defined by federal regulations. (21 C.F.R. Sections 1300 through .15) This list includes, but is not limited to marijuana, heroin, PCP, cocaine and amphetamines.

A condition of employment for work under grant received by Macoupin County Housing Authority from any federal agency, is that each employee directly engaged in the performance of work funded by such a grant will:

1. Abide by the terms of this Statement, and
2. Notify Macoupin County Housing Authority of his or her criminal drug statute conviction for any violation occurring in the work place of Macoupin County Housing Authority no later than 5 days after such conviction.
 - a. “Conviction” means a finding of guilt (including a plea of nob contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violation of the Federal or State (including the District of Columbia) criminal drug statutes.
 - b. “Criminal drug statute” means a criminal statute involving manufacture, distribution, dispensation, use of possession of any controlled substance.

A sanction will be imposed on any employee so convicted. Within 30 days after receiving notice of conviction:

- a. Macoupin County Housing Authority will take appropriate disciplinary action against such employee, up to and including termination; or
- b. Macoupin County Housing Authority will require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement or other appropriate agency.

This notice supplements and does not replace, personnel rules applicable to all employees of the Macoupin County Housing Authority.

For the Board of Commissioners

By _____

Margaret Barkley
Chief Executive Officer

A copy of the Statement was received by _____ this _____ day of _____.

(signature) (Seal) of _____ employee)

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MACOUPIN COUNTY HOUSING AUTHORITY

Safety Policy

It is the policy of the Macoupin County Housing Authority to provide a safe working environment for employees carrying out their individual work assignments. Recognizing this, the employee agrees that he/she will take the necessary steps to avoid injury by:

Using the provided safety equipment in the appropriate manner

Using proper body mechanics when lifting objects

Lifting appropriately and using all safety equipment available

The employee understands that the safety equipment is provided for his/her protection, to assist in performing tasks in the safest manner possible.

Administrative staff will not lift over 50 pounds. Administrative staff will call on maintenance staff for assistance.

All full-time maintenance employees will receive \$100.00 allowance per year to purchase steel-toed shoes. Employees must provide management with written proof of purchase. Employee must wear shoes every working day.

Each Maintenance employee will be issued a safety kit containing the following items:

Back support belt

One pair of safety glasses with one clear lens set and one tinted lens set

One pair of safety goggles

Earplugs

½ mask respirator with combination dust, latex, pesticide (replaceable) cartridges

Gloves - leather, rubber, latex

Tyvek suit (disposable)

The employee understands that he/she is responsible to keep the above equipment in clean and good working order.

It is expected that everyone will use caution in approaching each job task. The following are minimum standards everyone will observe:

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1. Back Support Belt - is mandatory under the following conditions:

Lifting 50 pounds or more.

- a) Lifting 25 pounds repetitively (loading, unloading).

Any lifting of a refrigerator, stove, water heater, furnace, toilet, or sewer eel cable basket, trailer tailgate, or similar.

Moving a refrigerator, stove, water heater, or furnace, a distance greater than 10 feet, an appliance cart is to be used with the safety strap. If conditions prohibit the use of an appliance cart, two people with support belts must be used in the lifting of an appliance.

Procedure for wearing back support belt:

Belt should not be tightened unless the employee is lifting or bending, or in a potential lifting or bending situation. Belts are to be worn according to manufacturer's instructions. The back support should fit snugly around the hips with the front of the support placed below the navel. Outer elastic bands should be fastened loosely at your sides. The straps should be placed securely on your shoulders without causing tension. Before lifting, grasp the outer elastic bands, and stretch forward as far as possible. When finished lifting, the outer elastic bands may be loosened again.

2. Safety Glasses - must be worn when performing any duty that may result in possible eye injury. To include the following but not limited to: any cutting tool including but not limited to: sawzall, grinder, drill press, circular saw, chain saw, string trimmer, hedge trimmer. Must also be worn when mixing pesticides, eeling sewers or coming in contact with any blood borne fluids.
3. Goggles- must be worn when drilling overhead, mixing or pouring concentrated chemicals.
4. Ear Plugs - must be worn when operating the following: chipper, gas powered hedge trimmer, gas string trimmer, chain saw, hammer drill in enclosed area.
5. Breathing Respirator - must be worn in an area where and airless sprayer is being used. Also, if required to be used by a pesticide label. Note: use of appropriate cartridge is required.
6. Gloves - Leather to be used for routine job tasks. Rubber must be used when dealing with chemicals, concentrated pesticides, drains or sewer lines. Latex must be used for any potential blood borne fluids.
7. Tyvek Suit - must be worn in the protection of a worker's body and clothing when dealing with sewers, painting, splatters, or blood borne fluids.

If the employee does not have the safety equipment with him/her on the job, resulting in nonproductive time to the Housing Authority, the employee will be subject to leave of time without pay and subject to disciplinary action.

If the employee refuses to properly use any safety equipment, the normal sequence of disciplinary action will be executed.

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If the employee is unable to wear any safety equipment for medical reasons, the employee must provide a written statement from a physician.

Any breakages, losses, or defects due to normal wear or neglect should be immediately brought to the supervisor's attention. Normal wear or defect will be replaced by the Housing Authority. If the employee should lose, misplace, or improperly care for my safety gear, the employee may be required to replace the item at his/her expense.

When leaving employment with the Authority, the employee will return assigned safety equipment on the last day worked before the final paycheck will be issued. If the employee refuses to return the safety equipment, the employee understands that he/she will owe the Authority for the cost of such equipment.

Lockout Procedure for Macoupin County Housing Authority

Purpose

This procedure establishes the minimum requirements for the lockout of energy isolating devices whenever maintenance or servicing is done on machines or equipment. It shall be used to ensure that the machine or equipment is stopped, isolated from all potentially hazardous energy sources and locked out before employees perform any servicing or maintenance where the unexpected energization or start-up of the machine or equipment or release of stored energy could cause injury.

Compliance with this program

All employees are required to comply with the restrictions and limitations imposed upon them during the use of lockout. The authorized employees are required to perform the lockout in accordance with this procedure. All employees, upon observing a machine or piece of equipment which is locked out to perform servicing or maintenance shall not attempt to start, energize or use that machine or equipment. (See Personnel Policy for type of compliance enforcement to be taken for violation of the above.)

Sequence of Lock-out

- (1) Notify all affected employees that servicing or maintenance is required on a machine or equipment and that the machine or equipment must be shut down and locked out to perform the servicing or maintenance. (All Supervisors and Maintenance Mechanics should be notified)
- (2) The authorized employee shall refer to the company procedure to identify the type and magnitude of the energy that the machine or equipment utilizes, shall understand the hazards of the energy, and shall know the methods to control the energy.
- (3) If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open switch, close valve, etc.)
- (4) De-activate the energy isolating device(s) so that the machine or equipment is isolated from the energy source(s).
- (5) Lock out the energy isolating device(s) with assigned individual lock(s).
- (6) Stored or residual energy (such as that in capacitors, springs, elevated machine members,

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rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.

- (7) Ensure that the equipment is disconnected from the energy source(s) by first checking that no personnel are exposed, then verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing to make certain the equipment will not operate. Return the operating control(s) to neutral or "off" position after verifying the isolation of the equipment.

Restoring Equipment to service

When the servicing or maintenance is completed and the machine or equipment is ready to return to normal operating condition, the following steps shall be taken.

- (1) Check the machine or equipment and the immediate area around the machine or equipment to ensure that nonessential items have been removed and that the machine or equipment components are operationally intact.
- (2) Check the work area to ensure that all employees have been safely positioned or removed from the area.
- (3) Verify that the controls are in neutral.
- (4) Remove the lockout devices and reenergize the machine or equipment.
- (5) Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready to use.

I hereby understand, acknowledge, and agree to the provisions of the above policy,

Employee Signature

Date

Witnessed by,

Supervisor Signature

Date

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ACKNOWLEDGMENT OF RECEIPT

I have received a copy of the Personnel Policy Manual of the Macoupin County Housing Authority (MCHA) and recognize that it is my responsibility to read the policies, practices, and rules contained therein. I agree to comply with all terms of the Policy Manual during my employment with the MCHA. I agree and acknowledge that I have no expectation or promise of continued employment or employment for any specific length of time. Further, I agree and acknowledge that this Personnel Policy Manual is not a contract of employment.

The MCHA reserves the right to change or modify any portion of these personnel policies at any time. I agree and acknowledge that I will abide by such policies and any changes and modifications as and when made.

Employee Signature

Date

Chief Executive Officer Signature

Date

This form must be signed by the employee and the Chief Executive Officer, the original filed in the employee's personnel file, and a copy retained by the employee in his/her Manual.

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WELCOME TO THE MACOUPIN COUNTY HOUSING AUTHORITY

Macoupin County Housing Authority (MCHA) stresses the need for outstanding people and recognizes that such employees are the key to our success. To ensure continued success, it is important that all employees understand the policies and procedures that have been adopted by the Authority. This Policy Manual will familiarize you with the various aspects of working with MCHA. You are encouraged to use this Manual to gain an understanding of MCHA's position on many personnel and related issues. The Personnel Policy Manual will serve as a valuable resource throughout your career with the agency.

If you have any questions, please do not hesitate to ask them of either your supervisor or any member of the management team.

My best wishes to you and thank you for taking this first step towards familiarizing yourself with MCHA.

Chief Executive Officer

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Tool Box Inventory
Internet and E-mail Use Policy

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1.0 GENERAL POLICIES

1.1 Introduction

The policies, practices, and benefits of Macoupin County Housing Authority (MCHA) are explained in this manual. The manual shall be used as a reference for all employees. The policies contained in this document are continuously reviewed and will be changed from time to time. Employees with questions regarding personnel policies should always check with the Chief Executive Officer for the most current ones. MCHA benefit plans are defined in legal documents such as insurance contracts, official plan texts and trust agreements. This means that if questions ever arise about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents govern, not the informal wording of this policy. Plan documents are available for inspection in the administrative office.

1.2 Ethical Standards

MCHA conducts its business activities with integrity, fairness, and in accordance with the highest ethical standards. Employees are obligated to continue to uphold these standards in every business activity. If there is ever any doubt whether an activity meets the ethical standards of the MCHA or compromises its reputation, the problem should be discussed with the supervisor and then the Chief Executive Officer.

1.3 Open Door Policy

Employees are encouraged to share concerns, seek information, provide input, and resolve problems within the department. When appropriate, employees should consult with their supervisor toward those ends. Supervisors are expected to listen to employee concerns, to encourage their input, and to seek resolution to any work-related problems.

1.4 Suggestions

If you have any suggestions or ideas that you feel would benefit the MCHA, we would encourage you to tell us about them. We are always looking for suggestions that improve methods, procedures and working conditions, reduce costs or errors, and benefit the MCHA and its employees.

1.5 Orientation

New employees shall report to the administrative office before starting work to allow for completion of necessary forms and to begin the orientation process. At that time, each new employee shall be presented with a copy of the Personnel Policy, information on fringe benefits, and a job description.

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Supervisors will be responsible for the orientation of the employee to the job, and the Chief Executive Officer will be responsible for orienting the employee to MCHA policies and procedures. During the probationary period, the employee will attend an orientation session to ensure that the employee is reading, understanding, and following MCHA policies and procedures. It is the responsibility of each employee to take action to become acquainted with the policies, procedures, and rules of the MCHA.

1.6 Addendum

The MCHA Personnel Policy Manual is intended to provide a general overview of the MCHA and information regarding policies and benefits. Due to the continuously changing environment of Public Housing, some policies and benefit programs currently in effect may be added, revised, suspended, or eliminated by the MCHA in response to business needs or changing legal requirements. If requested by an affected employee, a hearing shall be called so employees may voice their opinions of the proposed change or changes. A hearing must be requested within five working days of notification of any changes. Such hearing shall be held within ten (10) days of the request, and no change shall be effective until after the hearing is held. The Chief Executive Officer will conduct the hearing. The decision of the Chief Executive Officer will be final.

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2.0 ADMINISTRATIVE POLICIES

2.1 Equal Employment Opportunity

The Equal Employment Opportunity Policy applies to all departments of MCHA. The MCHA maintains a strong policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote, and compensate employees on the basis of personal competence and potential for advancement without regard for race, creed, color, religion, sex, national origin, age, marital status, disability, citizenship, or any political affiliation, as well as other classifications protected by applicable state, federal, and/or local laws.

Efforts will be made to ensure that the MCHA workforce is representative of the available labor pool throughout all levels of the organization. Such efforts may include recruitment of minorities in order to provide for a representative workforce.

Our equal employment opportunity philosophy applies to all aspects of employment with MCHA including recruiting, hiring, training, transferring, promoting, job benefits, pay, dismissal, and social and recreational activities.

2.2 The Americans With Disabilities Act

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990. In accordance with the Act, MCHA shall hire, promote, train, and compensate employees based on personal competence and potential for advancement. The Act prohibits discrimination against “qualified individuals with disabilities”.

MCHA shall not discriminate against people with disabilities in regard to any employment practices, terms, conditions or privileges of employment. All aspects of the employment process are covered by the Act, including:

- application
- testing
- hiring
- assignments
- evaluation
- disciplinary actions
- training
- promotion
- medical examination
- layoff
- termination
- compensation
- leave
- benefits

The MCHA shall provide reasonable accommodations that will permit disabled persons to work and advance in careers. Further, any contracts or business arrangements that discriminate against the disabled are prohibited. The Chief Executive Officer is responsible for handling all ADA and related issues.

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2.3 Harassment

It is illegal to harass others on the basis of their sex, age, race, color, national origin, religion, marital status, citizenship, disability and other personal characteristics. Harassment includes, but is not limited to, making offensive or derogatory remarks, “jokes”, and other verbal, physical and visually offensive behavior.

The harassment of another employee will lead to disciplinary action, up to and including immediate termination, in cases of gross misconduct.

Any employee who believes he/she has been harassed should speak first with his or her supervisor, or if speaking to the supervisor is not feasible under the circumstances, to the Chief Executive Officer, in an attempt to reach a resolution. It is the supervisor’s duty to listen to such complaints and to refer them to the appropriate authority. Any reports of harassment must be immediately reported by supervisors to the Chief Executive Officer.

Sexual Harassment

Sexual harassment is also prohibited. Sexual harassment is defined as: 1) threats or insinuation to an individual (an employee or a resident), either explicitly or implicitly, that the individual’s refusal to submit to sexual advances will adversely affect the individual’s employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development, or, in the case of a resident, may adversely affect his/her tenancy; 2) intimidation, ridicule, or insult of an individual that is sufficiently severe or pervasive as to alter the conditions of the individual’s employment or tenancy by creating an abusive work/living environment.

Each supervisor has a responsibility to take all steps possible to maintain the work place free of any form of sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee’s refusal to submit to sexual advances will adversely affect the employee’s condition of employment as outlined in the preceding paragraph. Further, no employee is to sexually harass MCHA residents. Failure to follow this policy will be cause for disciplinary action.

Examples of sexual harassment include, but are not limited to:

- a) Sexual flirtations, touching, advances, or propositions, repeated requests for dates;
- b) Verbal abuse of a sexual nature; dirty jokes;
- c) Graphic or suggestive comments about an individual’s dress or body;
- d) Display in the work place of sexually suggestive objects or pictures, including nude photographs.

2.4 Immigration and Naturalization Service (INS) Compliance

As required by the Immigration Reform and Control Act of 1986, all employees hired after November

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6, 1986, will provide the necessary documentation to verify employment eligibility. Eligibility forms shall be completed at the time of hire.

2.5 Employment Categories

It is the intent of the MCHA to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified time period.

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of the Fair Labor Standards Act (FLSA). EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

Probationary An employee hired to fill a full-time regular position of a 40 hour week. This employee shall complete a probationary period of six (6) months during which time he/she will be evaluated for regular employment. Probationary employees are subject to all rules and regulations in the Personnel Policies.

Regular An employee who satisfactorily passes the probationary period and attains a regular status. Regular employees are subject to all rules and regulations and entitled to all benefits and rights outlined in the Personnel Policies.

Temporary The majority of the employee's time is spent performing specific tasks or filling a specific need at the convenience of the MCHA. This type of position will be created to complete a special project or to handle a short-term increase in the workload. The workweek for a temporary employee would generally consist of 40 hours. While legally mandated benefits such as workers' compensation apply, sick leave and fringe benefits do not apply unless the position is created to last longer than twelve (12) months.

Part-time Employees may be appointed on a part-time basis to work less than the normal prescribed workweek, but on a regular basis. If employed at least 20 hours per week on a regularly scheduled basis, they are entitled to such rights and benefits as are authorized in these policies, or as may be provided by resolution of the MCHA.

Contracted Persons Individuals in this classification are not employees. They are independent contractors. Leave and fringe benefit portions of this policy do not apply. These issues are separately addressed in contractual agreements. However, other portions of the personnel policies may be used as a guide in dealing with contracted persons. Contracted

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individuals may be utilized to perform specific tasks or work for short time periods, but are differentiated from temporary employees in that they are not eligible for benefits.

All persons employed shall be advised of position, employment status/category, and benefits at the time of hire.

2.6 Organization and Authority

All positions shall be established in accordance with an organization plan clearly setting forth areas of responsibility and authority. The organization plan places primary responsibility for the operation of the Authority on the Chief Executive Officer, who is appointed by the MCHA. The Chief Executive Officer shall prepare an organizational chart showing lines of authority and decision making responsibility. Authority to employ, promote, transfer, demote, and terminate personnel shall be vested in the Chief Executive Officer and other individuals formally designated in writing to act for him/her.

All employees shall be informed of their level of authority and responsibilities at the time they assume their duties and shall be given the necessary authority to perform assigned tasks. Employees shall be given clear, concise job descriptions when employment begins. Job descriptions shall be reviewed and updated as needed. This shall be done in consultation with the employee in each position. Substantive changes to the organizational charts or job descriptions shall be approved by the MCHA. The following is a listing of all MCHA positions:

<u>Position</u>	<u>Status</u>	<u>FLSA Status</u>
Administrative		
Chief Executive Officer	Full-time	Exempt
Chief Operating Officer	Full-time	Exempt
Technical Services Coordinator	Full-time	Non-exempt
Resident Services Coordinator	Full-time	Non-exempt
Bookkeeper-Secretary	Full-time	Non-exempt
Occupancy Specialist	Full-time	Non-exempt
Office Support Specialist	Full-time	Non-exempt
Part-time Clerical Assistance (as needed)	Part-time	Non-exempt
Admission Specialist/Customer Service Representative	Full-time	Non-exempt
Working Maintenance Foreman	Full-time	Non-exempt
Maintenance		
Maintenance Mechanic	Full-time	Non-exempt
Maintenance Laborer	Full-time	Non-exempt
Casual Laborer	Part-time	Non-exempt

2.7 Policy Administration

Amendment of any provisions of this Personnel Policy shall be upon Resolution of the MCHA. All Changes and revisions made to this policy will become effective as of the date deemed appropriate by the MCHA. The "Revised Date" on the cover of the Manual will be modified to reflect the appropriate

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effective dates.

The Chief Executive Officer shall have primary responsibility for enforcing the provisions and purposes of this Personnel policy. Each employee is individually responsible for following all Personnel Policy provisions and procedures. This Resolution will become effective and in full force upon the date of acceptance by the MCHA.

A master copy of the Personnel Policy will be kept in the Chief Executive Officer's office. In the event of a discrepancy between any copies, the master copy will be considered the correct copy. Copies of any amendments will be made available to all employees.

2.8 Recruitment and Selection

2.8.1 Vacant Positions

Supervisors shall be responsible for notifying the Chief Executive Officer of vacant, or soon to be vacant, authorized positions in their department. The Chief Executive Officer shall review the information and determine whether the vacancy should be filled

2.8.2 Recruitment for Vacant Positions

All full-time vacancies shall be posted on employee bulletin boards to allow current employees an opportunity for advancement. The Chief Executive Officer or a person designated by the Chief Executive Officer shall post announcements or use other means as necessary to assure the MCHA shall obtain well qualified candidates for all positions. The announcement shall specify the title of the vacant position, any minimum qualification requirements, the manner of making an application, the final date on which applications shall be received, if necessary, and other pertinent information. Every reasonable effort shall be made to publicize vacancies so that all interested persons are informed and qualified persons are attracted to compete.

2.8.3 Application Forms

Applications shall be made on MCHA application forms as directed in the position announcement. Such application forms shall include information covering education, training, experience, and other pertinent factors. Resumes may be accepted during the job posting period, but the MCI-IA application form must be completed prior to an offer of employment.

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2.8.4 Pre-Employment Physical Examination

The MCHA may not conduct or seek to make an inquiry as to whether an applicant has a disability or the nature or severity of the disability. The MCHA may require applicants for employment to take a pre-employment physical examination, provided that all entering employees in the job classification must take such an examination regardless of whether or not they have a disability. The scope of the medical examination should be limited to the physical requirements of the position. All information obtained with respect to pre-employment physical examinations shall be kept confidential.

2.8.5 Bonding

If the position to be filled requires that the employee be bonded, the applicant(s) in question must demonstrate such capability.

2.8.6 Disqualification

The Chief Executive Officer or a designated employee may remove from further consideration the application of an applicant who:

- a) Does not meet the minimum qualifications established for the position.
- b) Has a disability that would prevent satisfactory performance of the essential functions of the job and could not be handled through reasonable accommodation.
- c) Has made false statements of material fact, or practiced deception in the application.
- d) Is addicted to the habitual use of drugs or intoxicating liquors.
- e) Has an unsatisfactory employment record of such a nature as to demonstrate unsuitability for employment.
- f) Has failed to submit an application within the prescribed time limit.
- g) Has been convicted of criminal conduct as defined in Section 12.3 m)

2.8.7 Selection

The Chief Executive Officer or his/her designee shall review all applications for employment to determine whether the applicant meets the established standards for employment. Such additional information may be required as is necessary to make determinations, i.e. credit reports, police records, etc. When appropriate, examinations may be used which may be written, oral, physical or a combination of these. Such tests shall be practical in character and shall examine the essential duties and the responsibilities of the position for which the applicant is being examined. All positions shall be filled on the basis of qualifications, competency, and related work experience. In the case of current employees seeking to be promoted or transferred, past

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performance and such other factors as attendance, punctuality, work initiative, efficiency, and seniority shall be taken into consideration.

2.8.8 Appointment

When an applicant is selected, the Chief Executive Officer shall authorize an offer of employment.

2.8.9 Emergency Appointment

When an emergency involving the serious impairment of the business makes it impossible to fill a vacant position by normal procedure, the Chief Executive Officer or his/her designee may appoint any qualified person to such position on a temporary basis in order to prevent business from stopping or slowing. Such an appointment shall be for a period not to exceed ninety (90) days, during which time the normal selection procedures would be followed in order to fill the position permanently.

2.8.10 New Position

Prior to approval of a new position, the Chief Executive Officer shall determine an appropriate salary grade level for the position. The salary grade/range for the position shall be determined through objective means that consider both internal and external factors. The new position must be approved by the MCHA.

2.8.11 Dismissal

The Chief Executive Officer may remove any employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability does not merit continuance in service. Reasons for dismissal may include, but not limited to violations of rules and regulations for code of conduct as detailed in Section 5.0, Disciplinary Actions of this Personnel Policy Manual.

New employees serving their new hire probationary period do not have appeal rights unless there is alleged discrimination because of race, creed, color, religion, sex, national origin, age, marital status, disability, citizenship, disability, or any political affiliation.

2.9 Probationary Periods

New employees hired for regular positions shall serve a six (6) month new hire probationary period. At the end of the six months, the Chief Executive Officer may extend the period for additional time at his/her discretion up to an additional three (3) months. Annual and Sick Leave credits shall accumulate from the date of employment, but no Annual or Sick Leave shall be used until after the probationary period is completed.

The designation of the new hire probationary period does not constitute an obligation on the part of the MCHA to retain the employee until the end of the specified period. During the time, either the MCHA

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or the employee may terminate the working relationship without cause and without advance notice.

New employees who are on probationary status are excluded from the grievance appeal process as later described in this Policy Manual.

Employees may also be placed on probationary status for disciplinary reasons. Such a disciplinary probationary period will be for twelve consecutive months, during which time the employee may be dismissed if any other violation occurs. During said disciplinary probation, all regular benefits will not be affected.

2.10 Salary Administration Principles

It is the policy of the MCHA to administer salaries in accordance with the following principles:

- a) Employees shall be compensated in accordance with the principles of internal and external market comparability. Determinations of appropriate compensation shall be made through objective means as deemed appropriate by the Chief Executive Officer and approved by the MCHA.
- b) Administrative office positions shall be compensated through the use of defined salary ranges. Such salary ranges will be determined through periodic comparability analysis in accordance with the provisions of a) above.
- c) Wages for maintenance/technical positions shall be paid in accordance with prevailing wage rates for similar positions in the locality. Maintenance positions may/may not have defined wage ranges. All maintenance employees shall be paid at least the appropriate HUD-approved minimum wage rates for their positions.
- d) Pay increases shall not be based on race, color, creed, sex, national origin, handicapping condition, age or any factor other than economic conditions, longevity, or job performance.
- e) Promotions will be based on job performance and merit as determined by employee evaluation. Seniority or length of service is to be regarded as a factor only when all other factors are equal.

A full comparability survey will be done at a minimum of every five years by the Chief Executive Officer, his/her designated committee, or with assistance from qualified public or private agencies. In other years, annual percentage increases will be determined by 1) limited surveys of local practice and 2) the MCHA's budget condition.

In addition to a general re-evaluation of all positions during major comparability studies, there are other circumstances that may require position re-evaluation for pay purposes such as:

- a) When a new position is created.
- b) When a position outside the system is included for the first time.

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- c) When examination of the job description for a position indicates that the duties have changed sufficiently to warrant a re-evaluation.

Exceptions to the provisions above may include the following:

- a) Personnel funded through grants which require their salaries be set for a specific period of time, or which have other technical requirements which demand exception to the system.
- b) Participants in special employment programs such as college cooperatives and internships, subsidized training programs, etc.
- c) Employees who were paid more than the maximum of the appropriate salary range when it was established. These employees shall have their salaries frozen or specifically set by the MCLIA.

2.11 Proration of Expenses

MCHA expenses for personnel-related items shall be charged to individual programs or developments on the same basis as is used to distribute compensation from other programs unless another formula, approved by the HUD Field Office, proves to be more equitable.

2.12 Employee Performance Appraisals

The MCHA requires an evaluation of each employee's performance on an annual basis. It shall be the responsibility of the Chief Executive Officer to maintain the evaluation forms. All evaluations shall be in writing and provide a section for employees to respond. The review will cover the employee's: 1) ability to carry out the duties prescribed by the job description, 2) performance of critical elements of the job, and 3) perceived strengths and areas for improvement.

All evaluations shall be kept confidential and placed in the employee's personnel file.

2.13 Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Projects (Section 3 Policy)

In accordance with Section 3 of the Housing and Community Development Act of 1968, as amended, it is the policy of the MCHA to provide 1) for opportunities for training and employment of lower income residents of the developments, and 2) for contracts for work in connection with the developments to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area in which the development is located.

2.14 Membership in Organizations

In accordance with HUD regulations, development costs shall not include the costs of individual

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membership of officials or employees in any organization, or the costs of membership in an organization any substantial part of whose activities involve promotion of legislation.

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3.0 COMPENSATION POLICIES

3.1 Pay Period

Employees are paid every two weeks (26 pay periods a year).

3.2 Work Schedule

The standard workweek is five days, Monday through Friday. The standard work hours are from 8:00 a.m. to 4:30 p.m. The Chief Executive Officer may designate a different work schedule for positions based on the needs of the MCHA. MCHA also allows for a flexible time schedule as long as the employee works 40 hours per week. Flexible time shall be avoided as much as possible, but may be required by the Chief Executive Officer in the interest of effective and efficient operations. All flexible time schedules must be pre-approved by the immediate supervisor and the Chief Executive Officer.

3.3 Overtime and Compensatory Time

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work in excess of their normal schedule. It is the MCHA's intention to minimize such occurrences and ensure that overtime work is scheduled and paid in accordance with the MCHA's policy and applicable State and Federal laws. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

The MCHA is subject to all regulations of the Fair Labor Standards Act (FLSA). Accordingly, the following provisions concerning overtime compensation apply to the three categories of employees identified below.

Non-Exempt Employees

Non-exempt employees who work in excess of forty (40) hours in a week will be paid overtime at a rate of one and one-half times (1 ½) the employee's regular pay. For purposes of determining overtime compensation, pay for vacation time, sick leave, holidays, etc., is not pay for time worked and is therefore not considered as hours worked for purpose of overtime computations.

Non-exempt employees may not receive compensatory time off in lieu of paid overtime unless a formal written agreement between the individual and the MCHA has been executed.

Exempt Employees

Employees who are classified as exempt according to the FLSA will not be paid overtime compensation. They will not receive payment or compensatory time off for hours worked, travel time, attendance at meetings, etc., in excess of the normal workweek.

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For those exempt employees who are absent from work for part of a day but not all of a day, it shall be the discretion of the Chief Executive Officer as to whether or not there should be a charge against that employee's annual leave, sick leave, or other appropriate leave.

3.4 Pay Increases

MCHA recognizes two types of pay increases as outlined below:

- Annual COLA* As budgetary constraints allow, the salary ranges and maintenance wage rates may be increased by a uniform percentage to allow for increased costs within the general economy. All employees shall benefit from this general increase. However, nothing in this policy shall be construed to require a specific percentage increase tied to any particular economic indicator. Additionally, during the year of a full comparability study, this category may not apply since individual adjustments to pay ranges may already contain the effect of a general increase.
- Merit* Increases resulting from merit or outstanding performance will be given in accordance with the MCHA's Performance Evaluation System. For performance that exceeds expectations and/or industry standards, a merit increase will be awarded to the employee based on a percentage increase above his/her current pay. The level and degree of the merit increase will be decided upon by the Chief Executive Officer according to sound and equitable administrative practices. Such methods may include discrete "step" increments per each recognized employee, a distribution of a percentage of total payroll among recognized employees, or other means deemed appropriate by the Chief Executive Officer and the MCHA. MCHA budgetary condition and funding availability precludes the issuance of any merit increases and no language in this policy should be construed to imply that any types of pay increases are guaranteed. For more information on the Performance Evaluation process, please refer to this separate documentation maintained by the Chief Executive Officer.

3.5 Wage Garnishment

Garnishment of wages may result when an unpaid creditor has taken the matter to court. A garnishment is legal permission for creditors to collect part of an employee's pay directly from the MCHA. Although the MCHA does not wish to become involved in an employee's private matters, we are compelled by law to administer the court's orders.

In doing so, the Chief Executive Officer will contact the employee to explain the details of garnishment and how it affects wages. Employees are encouraged to resolve these matters privately to avoid the MCHA's involvement in this mutually unpleasant situation.

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3.6 Payroll Advances

Pay advances shall not be granted.

3.7 Promotions

It is the policy of the MCHA to hire employees for entry level positions, to provide training and development for employees when deemed necessary, and to offer employees promotions to higher level positions when deemed appropriate. To fill vacancies above the entry level, management prefers to promote from within and will first consider current employees with the necessary qualifications and skills, unless outside recruitment is deemed to be in the MCHA's best interest.

All employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their supervisor. An employee's basic eligibility for promotion will be determined by the requirements of the new position.

Job openings and promotions for which management seeks candidates from within the MCHA will be posted on the employee bulletin board. From time to time, however, management will, as it deems appropriate, fill openings or make promotions without posting notices. When job openings or promotion opportunities are posted:

- a) Interested employees must initiate a written transfer request to the Chief Executive Officer within the posted time frame.
- b) Supervisors may initiate the procedure within the posted time period and propose employees for the position.
- c) The Chief Executive Officer may, at his/her discretion, solicit outside candidates during or after the posting period.

Current employee candidates for job openings and promotions will be considered and processed as outlined in the Transfer policy (Section 3.9). Applicants recruited from outside the MCHA for such positions will be considered and processed as outlined in the Recruitment and Selection policy (Section 2.8).

Current employee candidates for promotion will normally be screened and selected on the basis of attendance and work records, performance appraisals and job-related qualifications including in some instances, aptitude tests. Seniority will be considered if two or more candidates are judged to be equally qualified based on merit, work record, and other qualifications.

3.8 Demotions

There are two types of demotions that may be affected by the MCHA. Each is defined below.

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Demotion Without Cause

This type of demotion will not adversely affect an employee's service record and generally occurs:

- a) When a position has been abolished or reallocated to a lower paying salary range and the employee cannot be transferred to a position of equal pay.
- b) When the employee requests a transfer to a position with a lower paying salary range.

Demotion With Cause

This type of demotion does affect an employee's service record and generally occurs when an employee not on probationary status has been found unsuited for that employee's present position, but may be expected to give satisfactory service in a lower paying position.

3.9 Transfers

From time to time, the MCHA may find it necessary to transfer employees within the organization to positions where their skills will be best utilized.

The MCHA may require employees to make either a temporary or long-term job transfer in order to accommodate the organization's business needs.

Employees may request a voluntary job transfer. However, to be eligible for a voluntary transfer, employees must meet the requirements of the new position, must have a satisfactory performance record, and must have no adverse disciplinary actions.

Job openings for which management seeks candidates from within the organization will be posted regularly on the employee bulletin board.

Employee requests for transfer should normally be handled as follows:

- a) The employee should submit a written request for a transfer to the Chief Executive Officer. The request should include the reason for the transfer and the specific job desired.
- b) If a job opening exists and the employee is eligible, the Chief Executive Officer should arrange an interview.
- c) The candidate will be allowed time off with pay for job interviews related to the transfer.
- d) The Chief Executive Officer will make the final decision to approve or disapprove the transfer.

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3.10 Board Member Compensation

Compensation of MCHA Board members are not an allowable cost of the MCHA's operating budget

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4.0 SEPARATIONS

4.1 Types of Separation

Separation of employees from positions in the full-time service shall be designated as one of the following and shall be accomplished in the manner indicated: resignation, compulsory resignation, layoff (reduction in force), disability, death, retirement, and dismissal. Employees leaving the full service of the MCHA with accumulated annual leave shall be paid in full no later than the next pay period following the last regular pay period.

4.2 Resignation

To resign in good standing, an employee shall give notice, in writing, to the Chief Executive Officer at least two (2) weeks (10 working days) prior to the effective date of his/her resignation. The notice should indicate the reason for the resignation. During the notice period, the employee will not be paid for time taken off as sick or annual leave unless approved by the Chief Executive Officer. Normally, failure to comply with the two weeks notice provision shall be entered on the service record of the employee. The two weeks notice period may be waived by the Chief Executive Officer if such action is determined to be in the best interest of the MCHA.

4.3 Compulsory Resignation

Any employee who without valid reason or authorized leave fails to report to work for three (3) consecutive work days shall be separated from the payroll and reported as a compulsory resignation.

4.4 Layoff (Reduction-in-Force)

The Chief Executive Officer may identify a number of positions by job title to be vacated which will result in the layoff of employee(s) in full time service. Such a layoff will normally be necessitated because of a shortage of funds or work, other material changes in the duties of the organization, or for related reasons which do not reflect discredit upon the service of the employee. Any employee who has been separated for a period of twelve months or less because of a reduction in force shall be considered for reinstatement if the employee meets the minimum qualifications for any new openings. Employees to be retained shall be at the discretion of the Chief Executive Officer and shall be based primarily on the necessity of the job entailed and the employee's performance and attendance. Other things being equal, length of service shall be given consideration.

4.5 Disability

An employee may be separated for disability when he/she can no longer perform the essential functions of the job with or without a reasonable accommodation in accordance with the requirements of the ADA. Individuals who are injured on the job may or may not be protected by the ADA, and such instances must be evaluated on a case-by-case basis. In all such cases, however, the disability must be supported by medical evidence acceptable to the Chief Executive Officer, such as provided by medical

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professionals selected by the MCHA or the MCHA's insurance carriers.

The MCHA will take all necessary precautions to ensure that it is in compliance with the ADA in such instances.

4.6 Death

When a full-time employee dies while employed by the MCHA, all compensation due in accordance with this policy shall be paid to a legal representative of the employee's estate or any other properly designated individual.

4.7 Retirement

Employees eligible to receive retirement benefits shall submit a letter of retirement to the Chief Executive Officer at least two (2) weeks (ten working days) prior to the effective date of retirement.

4.8 Dismissal

The Chief Executive Officer may dismiss an employee as outlined in this document. The employee shall be furnished notice of dismissal in writing. The employee has the right to answer the charge in accordance with the MCHA's grievance procedure.

4.9 Payment of Benefits

All due benefits will be paid to employees who are separated in accordance with the provisions of this policy manual.

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5.0 DISCIPLINARY ACTIONS

5.1 Types of Disciplinary Actions

The following provisions shall govern disciplinary actions affecting employees in the full-time service. The MCHA shall have the following alternatives for disciplinary action:

Reprimand The supervisor shall, under normal circumstances, verbally reprimand an employee to warn that employee about unsatisfactory work performance or misconduct., The supervisor, the Department Head, or the Chief Executive Officer may submit a written reprimand to an employee when an oral warning has not resulted in the expected improvement, or when more severe initial action is warranted. A copy of the reprimand shall be filed in the employee's personnel folder.

Probation An employee may be placed on twelve-month disciplinary probation during which time the employee may be dismissed by the Chief Executive Officer, if any other violation occurs.

Demotion/Salary Reduction An employee may be demoted by the Chief Executive Officer to a lower position as outlined in this manual. Such demotion may be accompanied by a reduction in salary. A written statement of such action shall be furnished to the employee and a copy filed in the employee's folder.

Dismissal A dismissal shall be defined as an involuntary separation from employment. Grounds for dismissal include, but are not limited to, those discussed in the following sections.

5.2 Rules and Regulations for Code of Conduct

The MCHA believes that effective communications enhance the efficiency of and morale of the organization. As such, the MCHA prefers to follow a course of progressive discipline as outlined in the rules and regulations presented in the following sections.

Examples given in any rule do not limit the generality of the rule. The rules and regulations are not to be construed as limitations upon the retained rights of the MCHA, but merely serve as guides.

In recognition of the fact that each instance differs in many respects from somewhat similar situations, the MCLA retains the right to treat each occurrence on an individual basis and without creating a precedent for other cases that may arise in the future. The MCHA retains the right to suspend any disciplinary action that it may take at its exclusive discretion.

The rules and regulations for the Code of Conduct are divided into three (3) groups to reflect degree of severity of offenses. In each group and for each rule, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of service records, and the ability of the employee concerned. In each case where the penalty is modified from the

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recommended standard penalties, the reason for such modification shall be noted.

5.2.1 Group I Rules and Regulations

Violations of Group I Rules and Regulations will be disciplined as follows:

- First Offense - Written reprimand and instructions
- Second Offense – Twelve-month disciplinary probation
- Third Offense - Dismissal

Examples of Rules and Regulations violations that fall under Group I include, but are not limited to, the following:

- a.) Taking more than specified time for meals or rest periods.
- b.) Productivity or workmanship not up to required standards of performance.
- c.) Mistakes due to carelessness.
- d.) Absent without permission or tardiness - reporting to assigned work area after reporting time.
- e.) Violating a safety rule or safety practice.
- f.) Failure to report an accident or personal injury in which the employee was involved while on the job.
- g.) Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, demonstrations on the job, or similar types of disorderly conduct.
- h.) Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
- i.) Failure to keep the department and/or personnel notified of proper address or telephone number (if any).
- j.) Failure to comply with personal appearance guidelines.
- k.) In Authority's offices, maintenance facilities or community spaces after normal work hours without authorization.
- l.) Violation of Authority's telephone, internet or email policies.

5.2.2 Group II Rules and Regulations

Violations of Group II Rules and Regulations will be disciplined as follows:

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First offense -Written reprimand and twelve month disciplinary probation
Second offense -Dismissal

Examples of Rules and Regulations violations that fall under Group II include, but are not limited to, the following:

- a) Failure to work assigned hours, including overtime; working overtime without prior approval.
- b) Not working, wasting time, loitering or leaving assigned work areas during working hours without permission.
- c) Disregarding job duties by loafing or neglect of work during work hours.
- c) Reporting for work while obviously under the influence of alcohol or drugs. Employees may be required to take an alcohol or drug test from a law enforcement or medical testing facility - If employee refuses to take the test, he/she will be subject to immediate dismissal.
- e) Provoking or instigating a fight, or fighting at any time on MCHA property.
- f) Threatening, intimidating, or coercing a fellow employee or supervisor (includes abusive language).
- g) Sleeping during work hours.
- h) Reporting to work or working while unfit for duty either mentally or physically.
- i) Leaving the job during regular working hours without permission.
- j) Mistakes due to carelessness which affects the safety of personnel, equipment, tools or property.
- k) Unauthorized posting or removal of any matter on bulletin boards on MCHA property at any time unless authorized by the Chief Executive Officer.
- l) Distributing written or printed matter of any description on premise unless authorized by the Chief Executive Officer.
- m) Failure to report to Chief Executive Officer a request for information from an outside agency (e.g., receipt of a subpoena from a law firm, court, or attorney for MCHA matters)..
- n) Use or possession of another employee's tools or equipment without the employee's consent.

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- o) Refusal to give testimony in accident investigations, other than when protected by constitutional right against self incrimination.
- p) Causing materials, parts, or equipment to be lost, damaged or scrapped due to carelessness.
- q) Receipt from any person of any fee, gift or other valuable thing in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
- r) Smoking in restricted areas.
- s) Gambling or any game of chance on MCHA property at anytime.
- t) Parking of MCHA vehicles in areas other than designated parking areas, unless authorized by Chief Executive Officer or Maintenance Superintendent.
- u) Violation of MCHA's policy concerning political activities.
- v) Use of MCHA equipment and/or vehicles for personal use.

5.2.3 Group III Rules and Regulations

Violations of Group III Rules and Regulations will be disciplined as follows:

First offense - Dismissal

Examples of Rules and Regulations violations that fall under Group III include, but are not limited to, the following:

- a) Wanton and willful neglect in the performance of assigned duties.
- b) Deliberate misuse, destruction, or damaging of any MCHA property or property of any employee.
- c) Falsification of personal or MCHA records including employment applications, accident records, purchase orders, time sheets, or other reports, records on applications, or work records.
- d) Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits, or Workman's Compensation benefits.
- e) Gross insubordination by the refusal to perform work assigned or to comply with written or verbal instructions of the supervisory force or discourtesy to

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persons with whom he/she come in contact while in the performance of his/her duties.

- f) Unauthorized possession of firearms, explosives, or weapons on MCHA property.
- g) Theft or removal from MCHA locations without proper authorization, any MCHA property or property of an employee, resident, contractor or any other person on MCHA property.
- h) Immoral, unlawful, or improper conduct or indecency either on or off the job which would tend to affect the employee's relationship to his/her job, his/her fellow workers, his/her reputation or good will in the community. Sexual harassment as defined in the personnel policies.
- i) The use and/or sale of illegal narcotics in any form.
- j) Proven incompetence or inefficiency in the performance of assigned duties in his/her position.
- k) Use or attempted use of a political influence or bribery to secure an advantage of any manner.
- l) Concerted curtailment or restriction of production or interference with work in or about MCHA's work stations.
- m) Conviction or guilt of a felony, or a Class A misdemeanor as defined by the State Statute, or any violation of a city or county ordinance involving moral turpitude, while either on or off the job.
- n) Refusal to sign for MCHA equipment, vehicles, tool, etc. in accordance with policy.
- o) Refusal to acknowledge a written reprimand by not signing reprimand form.
- p) Solicitation by supervisory employees of subordinates for employment to perform personal services during non-working hours.
- q) Loss of motor vehicle operators license and/or driving privileges.
- r) Inability to be insured by MCHA's fidelity or vehicle insurance companies.
- s) Contact with any member of MCHA Commissioners to circumvent the established chain of command and organizational structure within MCHA.
- t) Harassment/sexual harassment as stated in Section 2.3.

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6.0 GRIEVANCES AND APPEALS

6.1 Policy

It is the policy of MCHA that any permanent status employee should have an opportunity to present his/her work-related complaints and to appeal management decisions through a dispute resolution or grievance procedure. MCHA will attempt to resolve promptly all grievances that are appropriate for handling under this policy.

6.2 Definition

An appropriate grievance is defined as an employee's expressed feeling of dissatisfaction concerning any interpretation or application of a work-related policy by management, supervisors, or other employees. Management's right to manage is excluded from the grievance procedure. However, grievances concerning these management rights will be considered bona fide, if they focus on disparate treatment of an employee and are corroborated by supportive comparative data. Examples of matters which may be causes of grievances appropriate under this policy include, but are not limited to:

- a) A belief that MCHA policies, practices, rules, regulations, or procedures have been applied in a manner detrimental to an employee.
- b) Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation.
- c) Alleged discrimination because of race, color, sex, age, religion, national origin, marital status, or disability.
- d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, performance review, or salary.

6.3 Procedure

Employees must notify the MCHA, in a timely fashion, of any grievance considered appropriate for handling under this policy. The grievance procedure is the exclusive remedy for employees with appropriate grievances. As used in this policy, the terms "timely fashion," "reasonable time" and "promptly" will mean five (5) working days.

Employees are not to be penalized for proper use of the grievance procedure. However, it is not considered proper if an employee abuses the procedure by raising grievances in bad faith or solely for the purposes of delay or harassment, or by repeatedly raising grievances that a reasonable person

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would judge to have no merit. Initiation of the grievance procedure by an employee does not limit the right of the MCHA to proceed with any disciplinary action which is not in retaliation for the use of the grievance procedure.

Grievances are to be frilly processed until the employee is satisfied, does not file a timely appeal, or exhausts the right to appeal. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists.

Employees who feel they have an appropriate grievance should proceed as follows:

- a) Step One - Promptly bring the grievance to the attention of the immediate supervisor. The grievance must be presented in writing. If the grievance involves the supervisor, then it is permissible to proceed directly to Step Two. The supervisor is then to investigate the grievance, attempt to resolve it, and give a decision to the employee within a reasonable time. The supervisor should prepare a written and dated summary of the grievance and proposed resolution for file purposes.
- b) Step Two - Appeal the decision to the Chief Executive Officer, if dissatisfied with the supervisor's decision, or initiate the procedure with the Chief Executive Officer if Step One has been bypassed. Such an appeal or initial complaint must be made in writing in a timely fashion. The supervisor's version of the grievance and decision will then be submitted in writing. The Chief Executive Officer will, in a timely fashion, confer with the employee and the supervisor, investigate the issues, and communicate a decision in writing to all the parties involved.
- c) Step Three - If dissatisfied with the Chief Executive Officer's decision, the employee must file a written statement of his/her grievance within five (5) working days and the remedy sought and request an opportunity to appear before the MCHA Board. The MCHA Board will thereafter notify the employee of the time and place of it's next regularly scheduled meeting. At the next regularly scheduled meeting, the employee will be given an opportunity to present his/her grievance (this does not include the right to be represented by any other individual - the employee will only be permitted to represent himself/herself), including any evidence or witnesses having direct knowledge of factors bearing upon the discharge, suspension or demotion. The Chief Executive Officer will similarly be provided the opportunity to present evidence and testimony bearing upon the discharge, suspension or demotion. Within thirty (30) calendar days following the meeting, MCHA shall issue a written decision. The decision of the MCLIA Board shall be final and binding upon the parties to the grievance. The time limits provided herein may be extended by written mutual consent.

Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as MCHA policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Information concerning an employee grievance is to be held in strict confidence. Supervisors and other members of management who investigate a grievance are to discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information.

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Time spent by employees in grievance discussions with management during their normal working hours will be considered hours worked for pay purposes.

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7.0 RULES AND REGULATIONS

7.1 Overview

Every organization has certain guidelines which were developed to reflect good business practices. In establishing any rules of conduct, the MCHA has no intention of restricting the personal rights of any individual. Rather, we wish to define the guidelines that protect the rights of all employees and to ensure maximum understanding and cooperation. Therefore, employees are expected to be:

On-time and alert when scheduled to be at work.

Careful and conscientious in performance of duties.

Thoughtful and considerate of other people.

Courteous and helpful, both when dealing with the public and with other employees.

Neat in appearance, wearing the proper attire for MCHA business.

7.2 Absenteeism and Tardiness

The MCHA expects employees to be at work on time and to work a full day. It is the responsibility of the employee to personally notify his/her supervisor if he/she is to be absent or late on a particular work day. When an employee is going to be late or is going to leave early, he/she should request of the immediate supervisor within a reasonable time of the scheduled time for work to start or end. Failure to call or notify the supervisor personally may result in forfeiting pay for the length of tardiness. Repeated absenteeism and/or tardiness may lead to disciplinary action up to and including termination of employment.

7.3 Safety

MCHA expects its employees to conduct themselves in a safe manner. Please use good judgment and common sense in matters of safety, observe any posted safety rules, and follow all OSHA and state safety regulations as communicated. Employees must also complete the Safety Policy Form provided in the Appendix to this Manual.

7.4 Substance Abuse and the Drug-Free Workplace

7.4.1 Introduction

In recognition of the problem of substance abuse, it is the policy of MCHA to take all

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reasonable measures to assure that drug and/or alcohol use by employees or other persons does not jeopardize the safety of our operations or otherwise adversely affect MCHA, it's employees, the community or the public's trust in our ability to carry out our responsibilities.

MCHA cannot and will not tolerate lapses in employee control of their abilities to operate safely and productively. Substance abuse can produce such lapses resulting in errors in judgment, loss of vigilance, and poor coordination, causing accidents and loss of public trust. Therefore, our goal is to establish and maintain a safe work environment within MCHIA, free from the effects of substance abuse.

7.4.2 Substance Abuse Policy

The following is MCHA's Substance Abuse Policy:

- a) The use, possession, sale or distribution, or presence in body, of alcohol, drugs or controlled substances in the workplace is strictly prohibited. Violators will be subject to disciplinary action up to and including discharge. For purpose of this policy "drugs or controlled substances" includes legal and illegal (Street) drugs taken for non-medical reasons. It does not include prescription medication taken in accordance with a physician's instructions.

Appropriate law enforcement agencies will be notified of any controlled or illegal substances found on MCHA property and these substances will be disposed of in accordance with their instruction. Some of the drugs which are illegal under Federal, State or Local laws include among others marijuana, heroin, hashish, cocaine, hallucinogens, inhalant and designer drugs, depressants and stimulants not prescribed for current personal treatment by a licensed physician.

- b) Urine tests may be used for drugs and controlled substances. Breath or blood tests may be used for alcohol. All tests will be conducted by law enforcement or medical laboratory under the supervision of the Chief Executive Officer. A positive screening test may be followed by a more detailed confirmation test at the request & cost of the employee.
- c) The privacy interests of employees and the legitimate interests of MCHA in implementing and maintaining a substance abuse program will be accomplished by (1) limiting the extent of the inquiries to that necessary to effectuate the substance abuse policy; (2) assuring disclosure of, and access to, information is on a strict need-to-know basis; and (3) informing employees of the purpose for which the information is sought.
- d) All applicants for employment will be required to do the following as part of the employment process:

1. Sign a Substance Abuse Coverage Form which states that the applicant has read,

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understands and is subject to the Substance Abuse Policy as a condition of employment. The signed form will be retained in the applicant's personnel file.

2. Sign a Test Consent Form authorizing appropriate testing to identify the presence of drugs or controlled substances and alcohol and release of tests results to the Chief Executive Officer. The signed form will be retained in the applicant's personnel file.
 3. At MCHA's discretion and expense take a prescribed test for drugs and controlled substances as a part of a pre-employment medical examination. Refusal of the applicant to sign the test consent form or the Substance Abuse Coverage Form or failure to receive a negative test result on the pre-employment medical exam will remove the applicant from consideration for employment on the basis of their not meeting all of the qualifications for the position.
- e) MCHA will make a public announcement of its Substance Abuse Policy. Further, employees communications will be undertaken to ensure that each individual employee understands the policy's requirements and his or her obligation to cooperate fully in the testing program.
- f) All employees will be expected to cooperate in submitting urine, and/or breath or blood samples under the following guidelines as a condition of continued employment:
1. For-Cause Test for substance abuse where management has reasonable cause to suspect that job performance, work place incident, or unusual behavior may be related to substance abuse. For-Cause Test must be scheduled through the Chief Executive Officer. Each case will be reviewed on its merit before a referral is made.
 2. Where an employee is involved in an accident at work resulting in a compensable injury or property damage.
 3. The number of employees requested by management to participate in a For-Cause test may range from a single employee to all personnel who were involved in an accident or who were working in or has access to the work area in which the incident occurred.
- g) Supervisory employees are to be constantly alert for any infractions of this policy and are responsible for identifying personnel whose behavior indicates they may be using prohibited substances. The supervisor is also responsible for ensuring that appropriate and prompt disciplinary action is taken:
- h) Refusal to submit a urine, and/or breath or blood sample will result in the employee being considered as having refused to follow reasonable instructions connected with a condition of employment and subject to disciplinary action up to and including discharge.

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- i) An employee may, on a voluntary basis and not in violation of this policy, ask for medical assistance due to alcohol, drug or other controlled substance abuse and will be provided referral assistance to medical and/or community resources by the Chief Executive Officer. Such employees will be eligible for health care benefits as provided by the Group Health Insurance Plan, sick leave and, as required, an unpaid medical leave of absence. Such employees will not be subject to disciplinary penalty. An admission of substance abuse during the disciplinary process due to a violation of this policy will not preclude the imposition of disciplinary penalty.

The Substance Abuse Policy will assist in establishing and maintaining a safe work environment free from the effects of substance use. Employees having questions concerning this policy should contact their immediate supervisor or the Chief Executive Officer.

7.5 Consideration of Smokers and Non-smokers

In keeping with the MCHA's intent to provide a safe and healthful work environment, smoking in the workplace and vehicles is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and non-smokers are in direct conflict, the preferences of non-smokers shall prevail.

This policy applies equally to all employees, residents, and visitors.

7.6 Personal Appearance of Employees

It is the policy of MCHA that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

Employees are expected at all times to present a professional, business-like image to residents and the public. Favorable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the MCHA. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

The personal appearance of the office workers and any employees who have regular contact with the public is to be governed by the following standards:

- a) Employees are expected to dress in a manner that is normally acceptable in similar business establishments.
- b) Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.
- c) Sideburns, mustaches, and beards should be neatly trimmed.
- d) At his/her discretion, the Chief Executive Officer may designate certain days or events where casual attire is permitted and encouraged.

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The personal appearance of employees who do not regularly meet the public is to be governed by the requirements of safety and comfort, but should still be as neat and business-like as working conditions permit.

Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature of their job, or may be required to wear employer-supplied uniforms. Employees must report to work appropriately dressed.

Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated, and violations of this policy will be cause for disciplinary action.

7.7 Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the MCHA wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

All employees and their immediate families are prohibited from transacting any business with the MCHA for himself or on behalf of any business, or for any business with which the employee or a member of his family has a substantial interest. Such business transactions include bidding on vehicles, equipment or tools sold as surplus by the MCHA.

Employees are prohibited from taking possession of any personal property items remaining in a unit vacated by a resident. Employees are also prohibited from taking possession of any personal property items left on the public housing premises as a result of an eviction of a resident from a public housing unit. Such personal property items must be properly disposed of or donated to charitable organizations.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the

MCHA's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to an officer of the MCHA as soon as possible the existence of any actual or potential conflict of interest so the safeguards can be established to protect all parties.

Personal gain may result not only in cases where any employee or relative has a significant ownership in a firm with which the MCHA does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the MCHA.

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The materials, products, designs, plans, ideas, and data of the MCHA are the property of the Authority and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including termination of employment.

7.8 Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with the MCHA. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to the MCHA's scheduling demands, regardless of any existing outside work requirements.

If the MCHA determines that an employee's outside work interferes with performance or the ability to meet the requirements of the MCHA as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the MCHA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the MCHA for materials produced or services rendered while performing their jobs.

7.9 Confidentiality

The MCHA has certain information about residents, employees and applicants that is unique to MCHA. Keeping such records private is a requirement of the Federal Privacy Act. All employees are asked to agree to keep information about residents, employees and applicants confidential. An employee who divulges confidential information may be terminated and may also be subject to certain federal fines or imprisonment.

7.10 Personnel Files

It is the policy of the MCHA to maintain personnel records for job applicants, employees, and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.

The MCHA strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary for the conduct of its business or which is required by federal, state or local law.

The Chief Executive Officer is responsible for overseeing the record keeping for all information and will specify what information should be collected and how it should be stored and secured. However,

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the personnel files will contain at least the following, as applicable:

- a) employment applications and other personnel data such as performance evaluations and records of disciplinary proceedings.
- b) payroll and accounting data for wage, tax, retirement, and other fringe benefit purposes, including the retirement plan.
- c) leave and vacation requests/records.
- d) termination, layoff, and/or other separation records.
- e) grievances filed and associated proceedings records.
- I) unemployment and worker's compensation files.

Employees have a responsibility to make sure their personnel records are up to date and should notify the Chief Executive Officer in writing of any changes in at least the following:

- a) Name
- b) Address
- c) Telephone Number
- d) Marital status (for benefits and tax withholding purposes only)
- e) Number of dependents
- f) Address and telephone numbers of dependents and spouse or former spouse (for insurance purposes only.)
- g) Beneficiary designations for any of the MCHA's insurance, disability, pension, and profit sharing plans
- h) Persons to be notified in case of emergency

In addition, employees who have a change in the number of dependents or marital status must complete a Form W-4 for income tax withholding purposes within ten days of the change, if the change results in a decrease in the number of dependents.

Only supervisory and management employees who have an employment-related need-to-know for information about another employee may inspect the files of that employee. Such an inspection must

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be approved by the Chief Executive Officer after consultation with the Chief Executive Officer and should be recorded in the file inspected.

Employees are to refer all requests from outside the MCHA for personnel information concerning job applicants, employees, and past employees to the Chief Executive Officer. The MCHA normally will release personnel information only in writing and only after obtaining the written consent of the individual involved. Exceptions may be made to cooperate with legal, safety, and medical officials who have need to know specific employee information. In addition, exceptions may be made to release limited general information, such as the following:

- a) Employment dates
- b) Position held
- c) Location of job site

7.11 Telephone Use

Telephones are a vital part of our business since much of our business is handled on the phone. Personal use of the telephone should be limited to emergencies and unusual circumstances. Also, personal calls should be brief. Personal long distance calls not billed to the employee may not be made. Failure to adhere to this policy shall subject the employee to the appropriate disciplinary actions.

7.12 Gifts and Gratuities

All employees are strictly forbidden to accept gifts, gratuities, or courtesies from any person or organization that may seek to use the relationship for securing favorable considerations. Employees may not accept anything (including lunches, sports tickets, receptions, gifts, etc.) from any current, past or fixture vendor, business firm, landlord, engineer, architect, banker, etc. If a need arises for an employee to have a meal with a vendor, architect, engineer, etc., to discuss MCHA business, the employee's meal must be paid for by the employee. The requirement that the employee's meal must be paid for by the employee must be made clear prior to going for a meal with any such person or firm.

7.13 Political Contributions

In accordance with the provisions of the "Hatch Act", 5 USCS Chapter 15, 5 CFR Part 151, employees shall not take an active part in politics or political campaigns during work hours as defined in the Act. Uncompensated Commissioners are not covered by this Act.

The Hatch Act. prohibits:

Use of official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office.

Giving anything of value to a member of Congress or a military officer for political purposes.

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Directly or indirectly coercing, attempting to coerce, commanding or advising any other officer or employee to pay, lend or contribute anything of value to any part, committee, organization, agency or person for political purposes.

Being a candidate for elective office, except in a totally non-partisan election.

Working on a committee in connection with a question which is part of a political campaign issue except if the question relates to constitutional amendments, referendums, approval of municipal ordinances, and other similar questions not specifically identifiable with a political party.

7.14 Solicitations and Distributions

Employees must not solicit other employees for any purpose during work time. This does not include meal times. Employees are not permitted to distribute literature of any kind at any time on MCHA property, unless the Chief Executive Officer has given prior approval.

People who do not work for the MCHA or are not approved vendors are prohibited from distributing literature of any kind or soliciting employees for any purpose at any time on MCHA property.

7.15 Protection of MCHA and Employee Property

Respect and protection of MCHA property and employee personal property is everyone's concern. If you find property missing or damaged, report it to your supervisor immediately.

7.16 Uniforms

The MCHA will require maintenance employees to wear designated uniforms. Such uniforms will be provided by the MCHA at no expense to the employee.

All employees must visibly wear their MCHA - I.D. badge when entering occupied units or working in the developments.

7.17 MCHA Equipment

Assigned equipment, tools, etc., must be signed out prior to use by employees on MCHA form. The form acknowledges the employee's receipt of and accountability of MCHA equipment, tools, etc. An employee's signature is mandatory on the form. All employees are held accountable for assigned equipment, tools, etc. Refusal by an employee to sign the form prior to sign out of equipment, tools, etc. shall be considered a violation of Group III Rules and Regulations

At the time of separation and prior to final payment, all records, assets, and other items of MCHA property in the employee's custody shall be transferred to the Chief Executive Officer or his/her

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designee and the employee shall sign certification to this effect. Any amount due because of a shortage in the above shall be withheld from the employee's final compensation or proceeds from the employee's pension plan.

The use of any of the MCHA's equipment, vehicles, tools or employees for any purpose other than carrying out the normal official duties is strictly forbidden on or off the MCHA's premises. No equipment, vehicles, tools, etc., are to be loaned out or utilized for private benefit for any employee, resident, member of the MCLIA Board, or any other person.

7.18 Driving of MCHA Owned Vehicles

All employees will be required to show a valid driver's license and must be insurable under the MCHA vehicle insurance policy before being authorized to drive MCHA vehicles. Employees who are required to drive MCHA vehicles as part of their job description may be terminated should they not maintain a valid driver's license, or not be insurable by the MCHA's insurance carrier thus, not being able to fully perform their required job duties.

7.19 IRS Regulation on MCHA Owned Vehicles - Fringe Benefit

The Internal Revenue Service (IRS) has issued regulations regarding employees who are required to commute to and/or from work in an MCHA owned vehicle for bona fide non-compensatory business reasons. These employees are prohibited personal use of the vehicle except for commuting or de minimis personal use*. The IRS regulation, effective January 1, 1985, requires the inclusion of this fringe benefit on W-2 forms for Federal Income Tax purposes. While the amount of the fringe benefit will appear on the W-2 form of any employee who is commuting in a MCHA owned vehicle, MCHA will not withhold federal income taxes on this amount. MCHA will provide insurance, maintenance, and gas for MCHA owned vehicles.

*De minimis personal use means: "No employee may deviate from his/her route when going between places on business matters if such deviation is made purely for personal reasons not connected with the job". In other words, de minimis personal use is trivial or incidental personal use. MCHA will not be liable for the acts of its employees during business times if such acts are so divergent from the business interests of MCHA that the activities of the employee could no longer be considered as benefiting MCHA. (Business times are all times when MCHA employees are working and/or their activities are billable to payroll).

Note: Due to the unique employment relationship between the Chief Executive Officer and the MCHA Board, the MCHA recognizes that the provisions of this policy pertaining to automobile use and possibly other benefits may be different for this position. The terms of such an employment arrangement must be mutually agreed upon by the Chief Executive Officer and the MCHA Board.

7.20 Nightly Parked Vehicles Only

All MCHA owned vehicles that are provided (but not assigned) to employees are to be used in

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connection with MCHA business. When the vehicle is not being used for business purposes, it is to be kept on MCHA business premises. No employee may use the vehicle for personal business other than de minimis personal use. This section does not apply to the Chief Executive Officer.

7.21 Tickets/Fines

Employees will be responsible for any tickets or fines whether on MCHA business or not and whether in an MCHA vehicle or not, which are received for violation of state or local laws, such as speeding, parking illegally, etc.

7.22 Accident Responsibility

An employee who is driving an MCLIA owned vehicle and is involved in an accident may be held responsible for the amount deductible under MCHA's vehicle insurance program if the employee is determined to be at fault in the accident.

7.23 MCHA Premises

All employees are required to leave the MCHA's premises as soon as practical after their designated working hours. Non-employees must receive prior approval when the need arises to access nonpublic areas of the MCHA's premises.

7.24 Credit Card Policy

MCHA utilizes a First USA Visa Business Card with a \$7,500 limit through the Farmers & Merchants National Bank, Carlinville.

The card is to be used for travel expense by MCHA Commissioners or staff. The credit card(s) will be disbursed as needed by the Chief Executive Officer. The card is to be returned to the Chief Executive Officer along with statements for all charges within a reasonable time.

Allowable expenses include such item as: transportation by airplane, rental car, train, or bus; vehicle fuel; lodging; meals (alcoholic beverages will not be reimbursed); tips and gratuities; parking fees; - conference registration fees; taxi; telephone charges; fax charges; event purchases; and other travel and MCHA expenses.

7.25 Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. As such, employment of relatives is prohibited insofar as possible. If circumstances arise where the employment of a relative is the most beneficial choice for the MCHA, prior approval must

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be obtained by the Chief Executive Officer.

7.26 Employment of Commissioners

A former member of the MCHA Board shall not be employed by the MCHA during his/her tenure or for one year thereafter in a salaried position; such an employment relationship would constitute a conflict of interest under Section 515 of the ACC. A HUD waiver of the ACC requirement would be required from the HUD Field Office to authorize an exception to this requirement.

7.27 Employee Contact with Commissioners

No employee shall use any contact with any member of the MCHA Board to circumvent the established chain of command and organizational structure within the MCHA. Such conduct will be considered gross insubordination and a Group III Rules and Regulations violation, which may result in immediate dismissal.

7.28 Internet and E-mail Use

Employees are required to read, understand and sign the Authority's Internet and E-mail Use Policy as a condition of employment (or on-going employment). A copy of the policy is included in the Appendix.

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8.0 LEAVE AND BENEFITS

Before presentation of the items under this heading, it is necessary to preface this section with a discussion of applicability. As previously stated, the Chief Executive Officer position is subject to a unique employment relationship with the MCHA's Board of Commissioners. As such, the benefit packages and provisions for the Chief Executive Officer, as mutually agreed upon by these two parties, may be different from those experienced by other MCHA employees. The MCHA Board reserves the right to arrange and negotiate such agreements with candidates and employees in/for the position of Chief Executive Officer.

8.1 Annual Leave (Vacation Leave)

Eligible employees shall accrue annual leave from the date of employment. However, employees may not take annual leave during the first six (6) months of employment, unless special approval is granted by the Chief Executive Officer. Full-time employees shall accrue vacation leave based on length of service with the agency according to the schedule below.

<u>Years of Service</u>	<u>Days per Year</u>	<u>Accrual Rate</u>
1 up to 9 years	10	1 day for every 26 working days
9 or more years	15	1 day for every 17 working days

Employees are encouraged to take annual leave during the year in which it was earned. Annual Leave not taken by employees may be accumulated, not to exceed twenty (20) working days. If the employee is required by management to work during a scheduled vacation leave and is unable to reschedule the annual leave during the year, then he or she will be compensated for the annual leave (in excess of 20 days) earned but not taken.

Employees who are terminated, resign, or retire with a satisfactory record shall be paid for accumulated Annual Leave up to twenty (20) days. An employee who is permanently separated shall be paid in a lump sum for any accumulated annual leave at his/her current rate of pay.

Scheduling of annual leave will take into consideration operating requirements of the MCHA and the preferences of the employees. Seniority, within the various departments shall apply in all cases of conflict.

No more than two employees within the same area of the organization may take annual leave at the same time unless approved by the Chief Executive Officer or its designate.

During hunting season, employees shall coordinate with the supervisor. To give all employees the opportunity at first season, a rotation will be established.

An employee shall not accrue annual leave during a leave of absence lasting fifteen (15) or more

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working days.

8.2 Holidays

The following holidays shall be observed with pay for all full-time employees:

- New Year's Day
- Day After New Year's Day*
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day
- Day After Christmas*

* The days following New Year's Day and Christmas are not always taken, depending on when the actual holidays fall.

If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

The MCHA shall make reasonable accommodation to an employee's religious holidays as accorded by law.

Should a paid holiday be observed during an employee's vacation or sick leave, such holiday will not be counted against the annual or sick leave.

To receive holiday pay, the employee must have worked in full both the regularly scheduled work day prior to and after the holiday, except the employee will be deemed to have worked such days if the employee was ill and presents a doctor's certificate which is approved by the supervisor, or, if the employee had, in advance, requested and been granted annual leave for the day(s) in question by the employee's supervisor.

Employees may not elect financial compensation in lieu of taking time off for a holiday. If an exempt employee is requested to work on a holiday, an alternate day off will be allowed in lieu of taking the holiday. If a non-exempt employee is requested to work on a holiday, he/she will be paid at the applicable overtime rate.

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8.3 Sick Leave

All regular and probationary employees shall accrue sick leave from the date of employment in a covered position. Employees shall not be granted sick leave until after satisfactory completion of the first six (6) months. Eligible employees will earn sick leave at the rate of 1 day for every 26 working days. Sick leave is permitted for the following reasons only:

- 1) Employee's sickness or disability.
- 2) Medical, optical, or dental appointment of employee.
- 3) When, through exposure to contagious disease, the presence of the employee would jeopardize the health of others.

Unused sick leave in a given fiscal year may be carried forward and accumulate to a total of ninety (90) days.

Employees are strongly encouraged to schedule medical and related appointments for early morning or late afternoon.

Any absences for illness in the initial six months of employment shall be without pay.

A physician's certificate identifying the employee, the nature of the illness/injury, the time period of the absence (if applicable), and the extent to which the employee's job would be damaging to health, shall be provided by all employees when on sick leave with pay for three (3) or more consecutive working days.

In order to qualify for sick pay, the employee must notify his/her supervisor that he/she is ill or injured and will not be into work. This must be done before the established starting time of work or as soon as possible thereafter. At this time the supervisor must be informed as to the length of absence. The employee must talk to his/her supervisor, or if the supervisor is not available, the Chief Executive Officer. If the absence extends beyond the expected return time, the employee must again notify the supervisor in the above stated manner.

Sick leave shall not accrue during the period an employee is on leave of absence without pay exceeding fifteen (15) working days.

Unreported absences will be considered unexcused, and no sick leave pay will be granted for the unreported period. A period of three consecutive unreported and/or unexcused absences will be considered an automatic resignation.

Supervisor 's Responsibility

- a) The supervisor is responsible for maintenance of accurate records on an employee's sick leave, excused or unexcused. The supervisor is to work with the Chief Executive Officer on maintenance

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of these accurate records.

- b) Control of sick leave abuse is the responsibility of the supervisor. Whenever abuse is found, disciplinary procedures are to be followed in accordance with the provisions of this policy.
- c) The supervisor may require a physical examination of an employee at any time, at its expense, by its doctor, to determine the employee's physical capability to perform the job. Employees determined to be physically incapable by the MCHA's doctor may be transferred, demoted, retired on disability, or removed from MCHA employment depending upon the doctor's recommendation. The MCHA's doctor's opinion on the employee's ability to work shall be final.

8.4 Disability Leave of Absence

Full-time regular employees medically unable (including maternity) to perform his/her assigned work will be eligible for a Disability Leave of Absence (Leave). The employee must request the Leave in writing, and the request must be accompanied by a doctor's written statement explaining the reason for and the anticipated duration of the Leave. Such Leave usually begins either at the time of the accident or disabling illness or at the latest date prior to the planned medical procedure, provided that the employee remains fully able to perform his/her assigned job duties and the employee's doctor agrees that the employee is medically able to continue working.

MCHA reserves the right to have the employee examined at any time, at its expense, by its doctor, whose opinion on the employee's ability to work shall be final. During the Leave, the employee shall provide MCHA with doctor's reports as to his/her medical condition at times and frequencies appropriate to the particular medical situation or at MCHA's request. The Leave will be granted for a maximum of twelve workweeks within any rolling twelve month time period measured backward from the date on which the employee uses any disability leave of absence. Prior to the employee's return to work, MCHA must be provided with a written return to work statement from the employee's doctor that the employee is medically able to resume his/her specifically assigned duties. If the employee does not return to work within three working days from the time the doctor determines that the employee can resume his/her assigned duties, the employee will be deemed to have resigned.

At the end of the Leave, the MCHA will restore the employee to his/her prior position or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. Any employee returning to work after the Leave shall receive the rate of pay in effect at that time for the job to which he/she returned. An employee on Leave must use up all of any unused vacation and any other paid time off prior to commencing the Leave. Employee's benefits will continue during MCHA approved disability leave of absence for a maximum of twelve workweeks within any rolling twelve-month time period measured backward from the date on which the employee uses any disability leave of absence.

8.5 Military Leave

An employee who leaves his/her position to enter military service in time of war or any period of national emergency as declared by the President in connection with national defense or by reason of being drafted, shall be carried on the rolls in a military leave status.

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Upon the employee's honorable discharge from military service, he/she shall be entitled to be restored to his/her same position or to a comparable position that is acceptable to him/her, provided he/she applies for re-employment within ninety (90) days after the discharge or before the expiration of any statutory right to re-employment if later.

Military leave of absence without pay, in accordance with the number of calendar days each calendar year permitted by existing State and Federal law, will be granted to permanent employees who are reservists of the Armed Forces or members of the National Guard engaged in active duty, training, or military aid to enforce the law.

8.6 Maternity Leave

An employee may be granted maternity leave through sick leave, vacation leave and disability leave of absence or any combination of these leaves or absences as approved by the Chief Executive Officer. The employee will be subject to all provisions of the appropriate leave depending upon the combination used to grant the leave.

8.7 Court Leave

Employees required to appear in court as litigants or witnesses will be excused, but the time they are absent from their duties will be charged against Annual Leave. Employees required to be in court on behalf of the MCHA will be excused with pay. Notice of absence for court appearances shall be given to the Chief Executive Officer as early as is practicable.

Employees on jury duty will be paid the difference between regular earnings and the fee received for jury service. Employees must report for work on their scheduled workdays when not required to report for jury duty. Also, employees will be required to report for work at any time during the day of jury duty when they are excused by the Court. If the foregoing requirements are met, there will be no loss of Annual Leave for jury duty.

8.8 Funeral Leave

In the event of a death in an employee's immediate family, he/she shall utilize annual leave to attend the funeral as approved by the Chief Executive Officer.

8.9 Inclement Weather

It is the policy of the MCHA to provide service to its residents even during inclement weather. The office will be open for business every scheduled business day. If an employee is unable to make it to work due to hazardous weather conditions, he/she will be required to take annual leave or leave without pay.

8.10 Leave Without Pay

It is the policy of the MCHA not to grant leaves without pay. However, the Chief Executive Officer, with satisfactory written documentation from the employee to the file, may grant an employee leave without pay for unusual circumstances. Employees will not accrue annual or sick leave for absences of

Attachment G

fifteen or more working days when taking leave without pay. If the leave exceeds 30 days, the cost of benefits may be charged to the employee. Once an employee uses all accrued leaves (annual and sick), the Chief Executive Officer, at his/her sole discretion may grant leave without pay for a clearly defined time period. Employees who exhaust all leaves, and who are not granted leave without pay, may be terminated after three consecutive days absence.

8.11 Health Insurance

All full-time employees are eligible for medical insurance. Temporary and part-time employees are not eligible on the MCHA's plan if employment is for less than 12 months. Benefits for qualified employees start at the beginning of the month after the employee was hired.

This Plan was selected to ensure the employees are not burdened with extreme medical costs. comprehensive policy was developed for the benefit of all full-time employees. Employees are encouraged to take sick leave for medical appointments. Appointments should be scheduled for early morning or late afternoon.

The MCHA, as part of its benefit package, pays 100% of the employee's insurance costs for single coverage or, if family coverage is selected, 75% of the total employee and dependent costs. Dependent children's coverage ceases at age 18 unless they are a full-time student in which case coverage will cease at age 25.

Each participating employee will be given a copy of all pertinent documentation on the provisions of the policy.

8.12 Life Insurance

Life insurance is provided as part of the employee's medical and retirement plans. Information on various options of the plan is furnished to new employees at the time of employment.

8.13 Retirement Annuity Plan

Each full-time employee of the MCHA shall have the privilege of enrolling in existing retirement plans as currently held with Atena Insurance Company. Enrollment in the Retirement Plan is required of each full-time employee. The employee contributes 5.5% of gross wages and the MCHA contributes 8.5% of gross wages. All full-time employees must participate in the retirement plan after six months or on the anniversary date of the Retirement Plan, whichever is later.

8.14 Worker's Compensation

Worker's compensation is provided by the MCHA to employees who are injured on the job. Employees who are injured on the job will still have an income even though any injury prevents them from working.

If injured on the job, the employee should immediately report the accident to the supervisor. If

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necessary, authorization for medical treatment should be obtained by the supervisor. Before being treated, the employee should inform the authorized medical personnel that the injury was job related so that the proper forms can be filled out as required by Worker's Compensation. The accident report should be filled out immediately.

The MCHA reserves the right to require the employee to undergo a medical examination at any time, at its expense, by its doctor to verify an employees' physical condition.

8.15 Continuation of Benefits

Upon separation from the MCHA, employees and their dependents may be eligible to continue certain fringe benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and any other applicable federal regulations. The Act contains a requirement for extension of health insurance benefits to employees and eligible family members. All terminated eligible employees shall be supplied with a package for coverage selection. The package will be supplied when a qualifying event occurs and the MCHA is aware of that event.

Attachment G

9.0 TRAVEL REGULATIONS

9.1 Overview

This policy establishes the procedures to be followed for all out-of-town travel outside the reasonable commuting distance of the MCHA when using MCHA funds for travel. The policy provides a reasonable, systematic means for estimating the cost of travel and related expenses for budget preparation. Also, the policy will be used to control expenses.

9.2 Authorization

The MCHA will reimburse the traveler for actual costs for necessary expenditures on authorized trips. All requests for overnight travel must be submitted in writing to the MCHA Board unless it is an emergency situation. The request must state the purpose of the travel. The Chief Executive Officer can approve one-day travel costs if the travel is included in the budget.

9.3 Responsibility of the Traveler

The traveler shall prepare the voucher for reimbursement in accordance with MCHA policies. The traveler shall submit a travel voucher and receipts no later than 10 working days after the trip occurred. The traveler shall not submit reimbursement claims that are not in accordance with this policy.

9.4 Transportation

The most economical means of travel shall be authorized using criteria established by the MCHA. The MCHA will determine the nature and urgency of the business. The most efficient and economical means of travel will be selected considering the time of the traveler and the cost of the mode of transportation. The MCHA will also consider the number of people making the trip and the distance that will be traveled.

9.4.1 MCHIA Vehicles

MCHA vehicles should be used for travel whenever possible, subject to mileage limitations or other considerations stipulated in this policy. When using MCI-IA vehicles, all expenses accumulated for the operations of the vehicle should be documented with a receipt.

9.4.2 Private Automobile

Private vehicles may be authorized if the use of an MCHA vehicle is not feasible or where the MCHA is better served by this arrangement. Employees will be reimbursed at a rate not to exceed the rate paid by local government in addition to the subsistence allowance outlined herein. The employee is required to document on the travel expense voucher the odometer reading from the beginning to the end of the trip.

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9.4.3 Commercial Aircraft

For trips over 200 miles, the feasibility of air transportation should be considered. The fare should not exceed the regular tourist fare except when no tourist accommodations are available. A copy of the paid ticket must be submitted if the traveler pays for the ticket personally.

9.4.4 Other Modes of Transportation

If a rental car is used, all receipts should accompany the travel voucher. Travel by train, bus, or other means of transportation may be used if they are the only practical way to travel. Again, all receipts should be submitted. Travelers shall not be allowed mileage when they are transported by another traveler who is entitled to mileage or transportation expenses.

9.5 Lodging

Travel to a conference or convention should be accompanied by a stay in the hotel where the event is being held. If it is necessary to make alternative plans, the accommodations shall have comparable rates. For routine business, the actual cost of lodging at the single room occupancy rate will be reimbursed. The MCHA recognizes that the cost of lodging varies among cities and will reimburse travelers for suitable accommodations based on a single room occupancy rate or double, depending on the number in the party. Travelers must submit receipts for lodging costs.

9.6 Meals

Travelers will be reimbursed for the cost of meals while traveling. Employees must submit a request for reimbursement along with all receipts. If properly documented, meals that are part of the business program will be paid to the extent of the cost irrespective of the normal allowances. The cost of alcoholic beverages will not be reimbursed to the traveler.

9.7 Incidental Expenses

The following costs will be reimbursed to the traveler while on official business:

1. Ferry fares and bridge, road, and tunnel costs
2. Parking fees
3. Conference and convention registration fees upon submittal of a receipt
4. Taxi, bus and subway fares
5. Tips and gratuities
6. Telephone and fax charges for conducting official business

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7. Valet or laundry service if the trip is longer than five days
8. One telephone call home per day of reasonable duration if the traveler is staying overnight.

9.8 Traveling with Spouse

The MCHA will provide reimbursement for expenses that the traveler would incur if traveling alone.

9.9 Local Travel

Local travel is travel within Macoupin County and the surrounding cities and counties. Expense for personal automobiles that are used and meals at officially designated functions are reimbursable with receipts. Travel expenses are approved in the same way as out-of-town travel.

Attachment G

10.0 TRAINING AND EDUCATION

The MCHA encourages staff development of full-time employees through both Education and Training. These costs will be covered by the MCHA if the education received expands the employee's knowledge of the MCHA's work. The Chief Executive Officer shall determine if tuition reimbursement will be granted. In-service training shall be provided to aid employees in gaining efficiency in their work. Training shall generally mean short-term workshops, seminars, conventions, etc. Requests for training may be initiated in writing by either employee or supervisor. Approval of training programs must be granted by the Chief Executive Officer. In addition, employee training shall be a function of every supervisor.

Courses must be job related or part of a curriculum that leads to a certificate or professional degree in a job related field. The employee may be paid for books and one-half of the tuition up to the established per course. The Chief Executive Officer has the authority to exempt any employee from the one-half tuition rule and make full payment. Courses must be completed with a minimum of a "C" average.

APPENDIX

ATTACHMENT H

FY 2006 HOUSING AGENCY PLAN COMMENTS

Macoupin County Housing Authority (MCHA) received one written comment requesting the installation of electrical outlets on the outside of the dwelling units. The estimated cost of installing one outlet in the front of each dwelling unit is \$181,000. The estimated cost of installing one outlet in the rear of each dwelling unit is \$271,500. The cost of installing rear outlets is higher since power sources are not readily available at the rear of the units. This work item may be included in the Agency Plan after the kitchens and bathrooms of all dwelling units have been completed.

During the March 28,2006 Public Hearing a resident made a request for MCHA to also consider installing water faucets on the outside of the dwelling units. The cost of installing one water faucet in the front of each dwelling unit was estimated to be in excess of \$300,000. As with the electrical outlets, installing outside water faucets may be included in the Agency Plan after the kitchens and bathrooms of all dwelling units have been completed.

Attachment I

Definition of Substantial Deviation and Significant Amendment or Modification

The following actions are defined as substantial deviation or significant amendment or modification:

GOALS

- Additions or deletions of Strategic Goals

PROGRAMS

- Adding new programs not included in the Housing Agency Plan
- Any change with regard to demolition or disposition, designation of housing, homeownership programs or conversion activities

CAPITAL BUDGET

- Additions of non-emergency work items in excess of \$25,000 (items not included in the current Annual Statement or Five Year Action Plan) or change in use of replacement reserve funds in excess of \$25,000.

POLICIES

- Changes to rent or admissions policies or organization of the waiting list

An exception to the above definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements since HUD does not consider such changes significant amendments.

ATTACHMENT J

Margaret (Peg) Barkley
Executive Director

MACOUPIN COUNTY **HOUSING AUTHORITY**

Post Office Box 226, Carlinville, Illinois 62626

760 Anderson Street
Telephone (217) 854-8606
FAX (217) 854-8749

Paul W. Bloomer
Attorneys

April 21, 2006

Performance and Evaluation Report 2004 Capital Fund Plan

This report is submitted to describe the activities, obligations and expenditures of this authority's 2004 Capital Fund Plan for fiscal year 2006 as of March 31, 2006. The allocated funds have been obligated and expended within the prescribed implementation plan and schedule and changes have been made within the prescribed activities as stated in the Comprehensive Grant Handbook 7485.3.

1. Emergency Needs

There were no funds used for emergency needs.

2. Deviations within the 10% cap for major changes.

All changes were within the "Fungibility" standards adopted for the 2004 Capital Fund Plan. These standards allow the movement of work items throughout the approved Five-Year Action Plan.

3. Deviations between years one and two of the approved Annual Statement.

There are no deviations between years one and two at this reporting period.

4. Actual fund obligations and expenditures as compared to the budgeted amounts.

The actual fund obligations and expenditures are within the budgeted amounts.

5. Performance with respect to the target dates established in the implementation schedule. Target dates established in the implementation schedule are being maintained.

Summary of resident and local/tribal government comments.

The Macoupin County Housing Authority distributed the Performance and Evaluation Draft Report to the county board chairman, the Macoupin County Housing Board of Commissioners and the resident advisory board members. In addition the housing residents were notified that a copy of the draft report was available for their review and comments at the housing office. The Macoupin County Housing Board of Directors will review the Draft Performance and Evaluation Report included as part of the Agency Plan at their June board meeting.

Sincerely,

Margaret (Peg) Barkley
Chief Executive Officer

ATTACHMENT K

**Annual Statement /
Performance and Evaluation Report**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0157
(exp. 11/30/2008)

Comprehensive Grant Program (CGP) **Part 1 Summary**

Office of Public and Indian Housing

HA NAME MACOUPIN COUNTY HOUSING AUTHORITY	Comprehensive Grant Number IL06P04750104	FFY of Grant Approval 2004
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Revised Annual Statement/Revision Number <u> 2 </u>		<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending <u> 3/31/2006 </u>
<input type="checkbox"/> Reserve for Disaster/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report		

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds	\$0.00			
2	1406 Operations	\$71,977.00	\$53,291.21	\$44,822.35	\$44,822.35
3	1408 Management Improvements	\$71,977.00	\$71,977.00	\$64,340.02	\$64,340.02
4	1410 Administration	\$71,977.00	\$71,977.00	\$60,037.49	\$60,037.49
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$45,060.00	\$45,060.00	\$10,426.08	\$10,426.08
8	1440 Site Acquisition	\$150,000.00	\$150,000.00	\$93,697.00	\$93,697.00
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$238,787.00	\$215,223.28	\$122,818.92	\$122,818.92
11	1465.1 Dwelling Equipment - Nonexpendable				
12	1470 Nondwelling Structures	\$0.00	\$62,249.51	\$62,249.51	\$62,249.51
13	1475 Nondwelling Equipment	\$20,000.00	\$20,000.00	\$11,295.16	\$11,295.16
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development activities for homeownership plan	\$50,000.00	\$30,000.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 19)				
20	Amount of Annual Grant (Sum of lines 2-18)	\$719,778.00	\$719,778.00	\$469,686.53	\$469,686.53
21	Amount of line 20 Related to LBP Activities	\$14,434.00	\$55,000.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Compliance	\$60,000.00	\$48,160.00	\$15,933.72	\$15,933.72
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Conservation Measures				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director	Date (mm/dd/yyyy)	Signature of Public Housing Director/Office American Programs Administrator Date(mm/dd/yyyy)
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form **HUD-52837** (9/98)
ref Handbook 7485.3

ATTACHMENT K

Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
 (exp. 11/30/2008)

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Statues of proposed work (2)
				Original	Revised (1)	Funds Obligated	Funds Expended (2)	
PHA Wide Operating	Vacancy reduction plan activities	1406		\$40,000.00	\$40,000.00	\$39,978.35	\$39,978.35	
	Maintenance Contracts			\$31,977.00	\$13,291.21	\$4,844.00	\$4,844.00	
	Subtotal			\$71,977.00	\$53,291.21	\$44,822.35	\$44,822.35	
PHA Wide Management Improvement	Resident services coordinator/Fringes	1408		\$46,805.94	\$46,805.94	\$46,095.79	\$46,095.79	
	Commissioner Training			\$7,194.06	\$7,194.06	\$5,149.71	\$5,149.71	
	Technical Assistance with operations and affordable housing			\$17,977.00	\$17,977.00	\$13,094.52	\$13,094.52	
Subtotal	\$71,977.00	\$71,977.00	\$64,340.02	\$64,340.02				
PHA Wide Administration	CFP Administrator/fringes	1410		\$48,301.00	\$48,301.00	\$41,429.27	\$41,429.27	
	Clerical Support/fringes			\$23,676.00	\$23,676.00	\$18,608.22	\$18,608.22	
	Subtotal			\$71,977.00	\$71,977.00	\$60,037.49	\$60,037.49	
Fees & Costs	A/E Fees	1430		<u>\$23,126.00</u>	<u>\$23,126.00</u>	\$2,926.08	\$2,926.08	
	Capital Program Update			<u>\$7,500.00</u>	\$7,500.00	\$7,500.00	\$7,500.00	
	LBP inspections/risk assesments			\$14,434.00	\$14,434.00	\$0.00	\$0.00	
	Subtotal			\$45,060.00	\$45,060.00	\$10,426.08	\$10,426.08	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. Signature of Executive Director _____ Date (mm/dd/yyyy) _____	(2) To be completed for the Performance and Evaluation Report Signature of Public Housing Director/Office American Programs Administrator _____ Date(mm/dd/yyyy) _____
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form HUD-52837 (9/98)
 ref Handbook7485.3

ATTACHMENT K

Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
 (exp. 11/30/2008)

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Statues of proposed work (2)
				Original	Revised (1)	Funds Obligated	Funds Expended (2)	
PHA Wide	Purchase Property & Demolish any unwanted structures	1440		\$150,000.00	\$150,000.00	\$93,697.00	\$93,697.00	
	Subtotal			\$150,000.00	\$150,000.00	\$93,697.00	\$93,697.00	
PHA Wide	Section 504 Upgrade to full UFAS standards	1460		\$60,000.00	\$60,000.00	\$15,933.72	\$15,933.72	
	Subtotal			\$60,000.00	\$60,000.00	\$15,933.72	\$15,933.72	
PHA Wide	Asbestos containing material removal	1460		\$15,000.00	\$15,000.00	\$0.00	\$0.00	
	Subtotal			\$15,000.00	\$15,000.00	\$0.00	\$0.00	
IL 47-4 Virden	Re-roof	1460		\$95,000.00	\$3,946.08	\$0.00	\$0.00	
	Subtotal			\$95,000.00	\$3,946.08	\$0.00	\$0.00	
IL 47-6 Bunker Hill	Re-roof	1460		\$29,392.00	\$29,392.00	\$0.00	\$0.00	
	Subtotal			\$29,392.00	\$29,392.00	\$0.00	\$0.00	
IL 47-13 Bunker Hill	Re-roof	1460		\$0.00	\$42,800.00	\$42,800.00	\$42,800.00	Completed
	Subtotal			\$0.00	\$42,800.00	\$42,800.00	\$42,800.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. Signature of Executive Director _____ Date (mm/dd/yyyy) _____	(2) To be completed for the Performance and Evaluation Report Signature of Public Housing Director/Office American Programs Administrator _____ Date(mm/dd/yyyy) _____
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form HUD-52837 (9/98)
 ref Handbook7485.3

ATTACHMENT K

Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
 (exp. 11/30/2008)

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Statues of proposed work (2)
				Original	Revised (1)	Funds Obligated	Funds Expended (2)	
IL 47-16 Staunton	Re-roof	1460		\$39,395.00	\$64,085.20	\$64,085.20	\$64,085.20	Completed
	Subtotal			\$39,395.00	\$64,085.20	\$64,085.20	\$64,085.20	
IL 47-4 Virden	New Resident Recreation Hall	1470		\$0.00	\$62,249.51	\$62,249.51	\$62,249.51	Completed
	Subtotal			\$0.00	\$62,249.51	\$62,249.51	\$62,249.51	
	Non-Dwelling Equipment	1475						
	Computer Hardware			\$10,000.00	\$10,000.00	\$4,828.10	\$4,828.10	
	Maintenance vehicles and tools			\$10,000.00	\$10,000.00	\$6,467.06	\$6,467.06	
	Subtotal			\$20,000.00	\$20,000.00	\$11,295.16	\$11,295.16	
	Development activities for homeownership plan	1499		\$50,000.00	\$30,000.00	\$0.00	\$0.00	
	Subtotal			\$50,000.00	\$30,000.00	\$0.00	\$0.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.		(2) To be completed for the Performance and Evaluation Report	
Signature of Executive Director	Date (mm/dd/yyyy)	Signature of Public Housing Director/Office American Programs Administrator	Date(mm/dd/yyyy)

form HUD-52837 (9/98)

ATTACHMENT K

Annual Statement / Performance and Evaluation Report
Part III : Implementation Schedule
 Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
 (exp. 11/30/2008)

Development Number/Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reason for Revised Target Date (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
IL 47 - 4	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
IL 47-6	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
IL 47-13	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
IL 47-16	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
1406	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
1408	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
1410	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
1430	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
1440	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
1460	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
1475	9/30/2006	9/30/2006		9/30/2007	9/30/2007		
1499	9/30/2006	9/30/2006		9/30/2007	9/30/2007		

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director	Signature of Public Housing Director/Office American Programs Administrator
Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

form **HUD-52837** (9/98)
 ref Handbook 7485.3

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	185,068.43
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		0 %
D. Total number of Section 3 businesses receiving contracts		0

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	26,565.24
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		0 %
D. Total number of Section 3 businesses receiving non-construction contracts		0

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

The Section 3 Clause is included in contracts. The contractors were instructed to offer new hires to "Section 3 Residents".

There are no Section 3 Contractors in this area.

Public reporting burden for this collection of information is estimated to average 2 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

ATTACHMENT M

Margaret (Peg) Barkley
Executive Director

MACOUPIN COUNTY HOUSING AUTHORITY

Post Office Box 226, Carlinville, Illinois 62626

760 Anderson Street
Telephone (217) 854-8606
FAX (217) 854-8749

Paul W. Bloomer
Attorneys

April 21, 2006

Performance and Evaluation Report 2005 Capital Fund Plan

This report is submitted to describe the activities, obligations and expenditures of this authority's 2005 Capital Fund Plan for fiscal year 2006 as of March 31, 2006. The allocated funds have been obligated and expended within the prescribed implementation plan and schedule and changes have been made within the prescribed activities as stated in the Comprehensive Grant Handbook 7485.3.

1. Emergency Needs

There were no funds used for emergency needs.

2. Deviations within the 10% cap for major changes.

All changes were within the "Fungibility" standards adopted for the 2005 Capital Fund Plan. These standards allow the movement of work items throughout the approved Five-Year Action Plan.

3. Deviations between years one and two of the approved Annual Statement.

There are no deviations between years one and two at this reporting period.

4. Actual fund obligations and expenditures as compared to the budgeted amounts.

The actual fund obligations and expenditures are within the budgeted amounts.

5. Performance with respect to the target dates established in the implementation schedule. Target dates established in the implementation schedule are being maintained.

Summary of resident and local/tribal government comments.

The Macoupin County Housing Authority distributed the Performance and Evaluation Draft Report to the county board chairman, the Macoupin County Housing Board of Commissioners and the resident advisory board members. In addition the housing residents were notified that a copy of the draft report was available for their review and comments at the housing office. The Macoupin County Housing Board of Directors will review the Draft Performance and Evaluation Report included as part of the Agency Plan at their June board meeting.

Sincerely,

Margaret (Peg) Barkley
Chief Executive Officer

ATTACHMENT N

**Annual Statement /
Performance and Evaluation Report**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0157
(exp. 11/30/2008)

Comprehensive Grant Program (CGP) **Part 1 Summary**

Office of Public and Indian Housing

HA NAME

MACOUPIN COUNTY HOUSING AUTHORITY

Comprehensive Grant Number

IL06P04750105

FFY of Grant Approval

2005

Original Annual Statement Revised Annual Statement/Revision Number

Performance and Evaluation Report for Period Ending 3/31/2006

Reserve for Disaster/Emergencies Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost		Total Actual Cost (2)	
			Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds		\$0.00			
2	1406	Operations	\$69,081.00	\$69,081.00	\$20,223.23	\$20,223.23
3	1408	Management Improvements	\$69,081.00	\$69,081.00	\$23,493.26	\$23,493.26
4	1410	Administration	\$69,081.00	\$69,081.00	\$31,161.41	\$31,161.41
5	1411	Audit				
6	1415	Liquidated Damages				
7	1430	Fees and Costs	\$52,500.00	\$52,500.00	\$0.00	\$0.00
8	1440	Site Acquisition	\$129,723.00	\$129,723.00	\$0.00	\$0.00
9	1450	Site Improvement				
10	1460	Dwelling Structures	\$263,000.00	\$263,000.00	\$0.00	\$0.00
11	1465.1	Dwelling Equipment - Nonexpendable				
12	1470	Nondwelling Structures	\$5,000.00	\$5,000.00	\$0.00	\$0.00
13	1475	Nondwelling Equipment	\$33,344.00	\$33,344.00	\$0.00	\$0.00
14	1485	Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490	Replacement Reserve				
16	1492	Moving to Work Demonstration				
17	1495.1	Relocation Costs				
18	1499	Development activities for homeownership plan	\$0.00	\$0.00	\$0.00	\$0.00
19	1502	Contingency (may not exceed 8% of line 19)				
20	Amount of Annual Grant (Sum of lines 2-18)		\$690,810.00	\$690,810.00	\$74,877.90	\$74,877.90
21	Amount of line 20 Related to LBP Activities		\$15,000.00	\$15,000.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Compliance		\$20,000.00	\$20,000.00	\$0.00	\$0.00
23	Amount of line 20 Related to Security					
24	Amount of line 20 Related to Conservation Measures					

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director	Date (mm/dd/yyyy)	Signature of Public Housing Director/Office American Programs Administrator Date(mm/dd/yyyy)
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form **HUD-52837** (9/98)
ref Handbook 7485.3

ATTACHMENT N

Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
 (exp. 11/30/2008)

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Statues of proposed work (2)
				Original	Revised (1)	Funds Obligated	Funds Expended (2)	
PHA Wide Operating	Vacancy reduction plan activities	1406		\$40,000.00	\$40,000.00	\$20,223.23	\$20,223.23	
	Maintenance Contracts			\$29,081.00	\$29,081.00	\$0.00	\$0.00	
	Subtotal			\$69,081.00	\$69,081.00	\$20,223.23	\$20,223.23	
PHA Wide Management Improvement	Resident services coordinator/Fringes	1408		\$44,000.00	\$44,000.00	\$18,929.61	\$18,929.61	
	Commissioner Training			\$10,000.00	\$10,000.00	\$1,384.15	\$1,384.15	
	Technical Assistance with operations and affordable housing			\$15,081.00	\$15,081.00	\$3,179.50	\$3,179.50	
Subtotal	\$69,081.00	\$69,081.00	\$23,493.26	\$23,493.26				
PHA Wide Administration	CFP Administrator/fringes	1410		\$48,302.00	\$48,302.00	\$18,979.44	\$18,979.44	
	Clerical Support/fringes			\$20,779.00	\$20,779.00	\$12,181.97	\$12,181.97	
	Subtotal			\$69,081.00	\$69,081.00	\$31,161.41	\$31,161.41	
Fees & Costs	A/E Fees	1430		<u>\$30,000.00</u>	<u>\$30,000.00</u>	\$0.00	\$0.00	
	Capital Program Update			<u>\$7,500.00</u>	\$7,500.00	\$0.00	\$0.00	
	LBP inspections/risk assesments			\$15,000.00	\$15,000.00	\$0.00	\$0.00	
Subtotal	\$52,500.00	\$52,500.00	\$0.00	\$0.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. Signature of Executive Director _____ Date (mm/dd/yyyy) _____	(2) To be completed for the Performance and Evaluation Report Signature of Public Housing Director/Office American Programs Administrator _____ Date(mm/dd/yyyy) _____
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form HUD-52837 (9/98)
 ref Handbook7485.3

ATTACHMENT N

Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
 (exp. 11/30/2008)

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Statues of proposed work (2)
				Original	Revised (1)	Funds Obligated	Funds Expended (2)	
PHA Wide	Repair/replace sidewalks & drives	1450		\$129,723.00	\$129,723.00	\$0.00	\$0.00	
	Subtotal			\$129,723.00	\$129,723.00	\$0.00	\$0.00	
PHA Wide	Section 504 Upgrade to full UFAS standards	1460		\$20,000.00	\$20,000.00	\$0.00	\$0.00	
	Subtotal			\$20,000.00	\$20,000.00	\$0.00	\$0.00	
PHA Wide	Asbestos containing material removal	1460		\$15,000.00	\$15,000.00	\$0.00	\$0.00	
	Subtotal			\$15,000.00	\$15,000.00	\$0.00	\$0.00	
IL 47-3 Staunton	Re-roof	1460	24	\$96,000.00	\$96,000.00	\$0.00	\$0.00	
	Subtotal			\$96,000.00	\$96,000.00	\$0.00	\$0.00	
IL 47-4 Virden	Re-roof	1460	13	\$52,000.00	\$52,000.00	\$0.00	\$0.00	
	Subtotal			\$52,000.00	\$52,000.00	\$0.00	\$0.00	
IL 47-14 Gillespie	Re-roof	1460	20	\$80,000.00	\$80,000.00	\$0.00	\$0.00	
	Subtotal			\$80,000.00	\$80,000.00	\$0.00	\$0.00	

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form HUD-52837 (9/98)
 ref Handbook7485.3

ATTACHMENT N

Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
 (exp. 11/30/2008)

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Total Actual Cost		Statues of proposed work (2)
				Original	Revised (1)	Funds Obligated	Funds Expended (2)	
PHA Wide	Office,Maint building, Rec Rooms	1470		\$5,000.00	\$5,000.00	\$0.00	\$0.00	
	Subtotal			\$5,000.00	\$5,000.00	\$0.00	\$0.00	
	Non-Dwelling Equipment	1475						
	Computer Hardware			\$10,000.00	\$10,000.00	\$0.00	\$0.00	
	Maintenance vehicles and tools			\$23,344.00	\$23,344.00	\$0.00	\$0.00	
	Subtotal			\$33,344.00	\$33,344.00	\$0.00	\$0.00	

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form HUD-52837 (9/98)

ATTACHMENT N

Annual Statement / Performance and Evaluation Report
Part III : Implementation Schedule
 Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
 (exp. 11/30/2008)

Development Number/Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reason for Revised Target Date (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
IL 47 - 3	9/30/2007			9/30/2009			
IL 47-4	9/30/2007			9/30/2009			
IL 47-14	9/30/2007			9/30/2009			
1406	9/30/2007			9/30/2009			
1408	9/30/2007			9/30/2009			
1410	9/30/2007			9/30/2009			
1430	9/30/2007			9/30/2009			
1450	9/30/2007			9/30/2009			
1460	9/30/2007			9/30/2009			
1475	9/30/2007			9/30/2009			

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Signature of Executive Director _____ Date (mm/dd/yyyy) _____

Signature of Public Housing Director/Office American Programs Administrator _____ Date(mm/dd/yyyy) _____

form **HUD-52837** (9/98)
 ref Handbook 7485.3

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	0
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		0 %
D. Total number of Section 3 businesses receiving contracts		0

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	3,179.50
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		0 %
D. Total number of Section 3 businesses receiving non-construction contracts		0

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

The Section 3 Clause is included in contracts. The contractors were instructed to offer new hires to "Section 3 Residents".

There are no Section 3 Contractors in this area.

Public reporting burden for this collection of information is estimated to average 2 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

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