

**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)

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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.

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## **Streamlined Annual PHA Plan for Fiscal Year: 2007**

**PHA Name: Housing Authority of the  
City of Georgiana, Alabama**

**Revision 3 Changes (Version al094v04):**

*In an effort to further clarify anticipated expenditures for LBP activities as well as necessary foundation repairs using Capital Fund Program money for the next 5 years, a "Management Discussion" file has been attached herewith as "al094v04d.doc" to provide further explanation.*

*In addition, the CFP Performance and Evaluation Report for FY 2006 (file al094v04a.doc) has been revised to reflect an amendment in the amount of \$4,314 from HUD to be added to line item 1460 along with \$10,000 from line item 1406 that is being moved into line item 1460 as well.*

**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:** Housing Authority of the City of Georgiana **PHA Number:** AL094

**PHA Fiscal Year Beginning:** (04/2007)

**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: 100  
 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: Susan Houston     Phone: (334) 376-9131  
 TDD: N/A     Email (if available): gahouse@alaweb.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 2007**  
[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.

<b>A. PHA PLAN COMPONENTS</b>	<b>Page</b>
<input type="checkbox"/> 1. Site-Based Waiting List Policies ..... 5 <b>903.7(b)(2) Policies on Eligibility, Selection, and Admissions</b>	
<input checked="" type="checkbox"/> 2. Capital Improvement Needs ..... 6 <b>903.7(g) Statement of Capital Improvements Needed</b>	
<input type="checkbox"/> 3. Section 8(y) Homeownership ..... 7 <b>903.7(k)(1)(i) Statement of Homeownership Programs</b>	
<input type="checkbox"/> 4. Project-Based Voucher Programs ..... 8	
<input type="checkbox"/> 5. PHA Statement of Consistency with Consolidated Plan ..... 8 Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.	
<input checked="" type="checkbox"/> 6. Supporting Documents Available for Review ..... 9	
<input checked="" type="checkbox"/> 7. Capital Fund Program and Capital Fund Program Replacement ..... 11 Housing Factor, Annual Statement/Performance and Evaluation Report	
<input checked="" type="checkbox"/> 8. Capital Fund Program 5-Year Action Plan ..... 14	

**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.**

## ATTACHMENTS

- A** Performance & Evaluation Reports for Open CFP Grants  
*(501-2003, 502-2003, 501-2004, 501-2005, and 501-2006)*
- B** Copies of Signed Certifications
- C** Board Resolution Authorizing Plan Submission
- D** Policy Defining Substantial Change in Agency Plan
- E** Public Hearing Documentation *(Hearing Held 1/3/2007)*
- F** PHA Bond Issue Overview
- G** Resident Member on PHA Board and Membership of Resident Advisory Board
- H** Initial Assessment and Voluntary Conversion Worksheet
- I** Analysis of Impediments to Fair Housing for City of Georgiana *(12/2006)*
- J** Most Recent Operating Budget *(FYE 3/31/2007)*
- K** Current ACOP *(Adopted 7/30/2004)*
- L** Ceiling and Flat Rent Schedule *(Effective 10/1/2006)*
- M** PHAS Scoring Information *(FY 2005)*
- N** Grievance Procedure
- O** Cooperation Agreement with TANF Agency
- P** CHAS Data *(From 2002 Projection Data)*
- Q** Pet Policy
- R** Audit for FYE 3/31/2006
- S** Policy on Safety, Fire & Crime Prevention & Police Rental Policy
- T** Section 504 and ADA Self Evaluation / Needs Assessment and Transition Plan
- U** Maintenance and Pest Control Policies
- V** Deconcentration Policy *(6/16/1999)*
- W** Dwelling Lease and Bylaws of the Georgiana Housing Authority
- X** Income Exclusions Policy and HUD Discretion in Treatment of Over Income Families
- Y** Tenant Allowance and Consumption for Utilities Report
- Z** Management Policies and Relevant Documentation

**1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies) – N/A**

[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 – N/A**

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)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
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 – N/A**

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?
2.  Yes  No: Are any or all of the PHA’s site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?
3.  Yes  No: May families be on more than one list simultaneously?  
If yes, how many lists?

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

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

## **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) – N/A**

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):

<b>HOPE VI Revitalization Grant Status</b>	
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)]

N/A

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 – N/A**

##### **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 – N/A**

[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:
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)
  - Other: (list below)
3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:

## 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
	<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
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
	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 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-Sufficiency

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	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
X	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
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input 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) SEE TABLE OF CONTENTS	(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

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Georgiana		<b>Grant Type and Number</b> Capital Fund Program Grant No: AL09P09450107 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2007
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>		<input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>	<input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b>		
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	10,000.00			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,900.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	86,869.67			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service	49,947.33			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	155,717.00			
22	Amount of line 21 Related to LBP Activities	86,869.67			
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				





## 8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name		Housing Authority of the City of Georgiana		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA-Wide	Year 1 2006	Work Statement for Year 2 FFY Grant: 2008 PHA FY:	Work Statement for Year 3 FFY Grant: 2009 PHA FY:	Work Statement for Year 4 FFY Grant: 2010 PHA FY:	Work Statement for Year 5 FFY Grant: 2011 PHA FY:
	Annual Statement				
1406		10,000.00	10,000.00	10,000.00	10,000.00
1430		8,900.00	8,900.00	8,900.00	8,900.00
1460		108,891.44*	109,823.59*	110,797.84*	111,764.13*
1501		49,113.56	48,181.41	47,207.16	46,240.87
CFP Funds Listed for 5-year planning		176,905.00	176,905.00	176,905.00	176,905.00
Replacement Housing Factor Funds					

\* Amount includes \$31,353.41 in LBP activities.

## 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: 2008 FFY Grant: PHA FY:			Activities for Year: 2009 FFY Grant: PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See</b>	PHA Wide	Operations	10,000.00	PHA Wide	Operations	10,000.00
<b>Annual</b>	94-1	A/E Fees	8,900.00	94-1	A/E Fees	8,900.00
<b>Statement</b>	94-1	LBP Testing,	31,353.41	94-1	LBP Testing,	31,353.41
		abatement (4 units),			abatement (4 units),	
		columns			columns	
	94-3A and 94-3B	Foundation repair*	20,000.00	94-3A and 94-3B	Foundation repair*	20,000.00
		8 units			8 units	
	94-3A and 94-3B	Mod complete 2 units	57,538.03	94-3A and 94-3B	Mod complete 2 units	58,470.18
		floor, wall relocation			floor, wall relocation	
		paint, kitchen hardware			paint, kitchen hardware	
		retrofit, plumbing			retrofit, plumbing	
		trim exterior vinyl			trim exterior vinyl	
		electrical, central			electrical, central	
		HVAC, window			HVAC, window	
		replacement, security			replacement, security	
		window screens, int. &			window screens, int. &	
		ext. door replacement,			ext. door replacement,	
		security door screens,			security door screens,	
		washer, dryer connect.			washer, dryer connect.	
		bath retrofit, roofing.			bath retrofit, roofing.	
	94-1, 94-3A, 94-3B	Bond Debt Service	49,113.56	94-1, 94-3A, 94-3B	Bond Debt Service	48,181.41
	Total CFP Estimated Cost		\$ 176,905.00			\$ 176,905.00

\* The Housing Authority has applied for Emergency Funding from Washington for foundation repairs.

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part II: Supporting Pages—Work Activities</b>					
Activities for Year: 2010 FFY Grant: PHA FY:			Activities for Year: 2011 FFY Grant: PHA FY:		
<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
PHA Wide	Operations	10,000.00	PHA Wide	Operations	10,000.00
94-1	A/E Fees	8,900.00	94-1	A/E Fees	8,900.00
94-1	LBP Testing,	31,353.41	94-1	LBP Testing,	31,353.41
	abatement (4 units),			abatement (4 units),	
	columns			columns	
94-3A and 94-3B	Foundation repair*	20,000.00	94-3A and 94-3B	Foundation repair*	20,000.00
	8 units			8 units	
94-3A and 94-3B	Mod complete 2 units	59,444.43	94-3A and 94-3B	Mod complete 2 units	60,410.72
	floor, wall relocation			floor, wall relocation	
	paint, kitchen hardware			paint, kitchen hardware	
	retrofit, plumbing			retrofit, plumbing	
	trim exterior vinyl			trim exterior vinyl	
	electrical, central			electrical, central	
	HVAC, window			HVAC, window	
	replacement, security			replacement, security	
	window screens, int. &			window screens, int. &	
	ext. door replacement,			ext. door replacement,	
	security door screens,			security door screens,	
	washer, dryer connect.			washer, dryer connect.	
	bath retrofit, roofing.			bath retrofit, roofing.	
94-1, 94-3A, 94-3B	Bond Debt Service	47,207.16	94-1, 94-3A, 94-3B	Bond Debt Service	46,240.87
Total CFP Estimated Cost		\$ 176,905.00			\$ 176,905.00

\* The Housing Authority has applied for Emergency Funding from Washington for foundation repairs.

# FY 2006 – AL09P09450106

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Georgiana		<b>Grant Type and Number</b> Capital Fund Program Grant No: AL09P09450106 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <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	10,000.00	0.00	0.00	
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,900.00	8,900.00	8,900.00	8,900.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	76,431.59	90,745.59	90,745.59	
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	50,676.41	50,676.41	50,676.41	
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	146,008.00	150,322.00	150,322.00	8,900.00
22	Amount of line 21 Related to LBP Activities	76,431.59	90,745.59	90,745.59	
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				





# FY 2005 – AL09P09450105

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Georgiana		<b>Grant Type and Number</b> Capital Fund Program Grant No: AL09P09450105 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2005
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/06		<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	10,000.00		10,000.00	
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,900.00		8,900.00	8,900.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	90,165.41	90,566.22	90,566.22	
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	46,651.59	46,250.78	46,250.78	31,906.25
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	155,717.00		155,717.00	40,806.25
22	Amount of line 21 Related to LBP Activities	90,165.41	90,566.22	90,566.22	
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				

## FY 2005 – AL09P09450105

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

PHA Name: Housing Authority of the City of Georgiana		Grant Type and Number Capital Fund Program Grant No: AL09P09450105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Operations	1406		10,000.00		10,000.00		
94-2	A/E Fees	1430		8,900.00		8,900.00	8,900.00	
94-1	LBP Activities – testing	1460		90,165.41	90,566.22	90,566.22		
	and abatement as needed							
94-2	Bond Debt Service	1501		46,651.59	46,250.78	46,250.78	31,906.25	



# FY 2005 – AL09P09450104

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Georgiana		<b>Grant Type and Number</b> Capital Fund Program Grant No: AL09P09450104 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2004
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/06		<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	10,000.00		10,000.00	
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,900.00		8,900.00	8,900.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	111,353.41		111,353.41	
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	46,651.59		46,651.59	46,651.59
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	176,905.00		176,905.00	55,551.59
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				

## FY 2005 – AL09P09450104

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

PHA Name: Housing Authority of the City of Georgiana		Grant Type and Number Capital Fund Program Grant No: AL09P09450104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-Wide	Operations	1406		10,000.00		10,000.00		
94-2	A/E Fees	1430		8,900.00		8,900.00	8,900.00	
94-1	LBP testing and abatement, new columns	1460		31,353.41		31,353.41		
94-3A & 3B	Foundation repair	1460	8 units	20,000.00		20,000.00		
94-3A & 3B	Modernization complete of 2 units-flooring, painting, kitchen retrofit, plumbing, electrical, central HVAC, window replacement, security window screens, interior and exterior door replacement, security door screens, washer/dryer connection, wall relocation, bath retrofit, hardware, trim, exterior, vinyl, roofing and LBP abatement	1460		60,000.00		60,000.00		
94-2	Bond Debt Service	1501		46,651.59		46,651.59	46,651.59	



# FY 2004 – AL09P09450103

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Georgiana		<b>Grant Type and Number</b> Capital Fund Program Grant No: AL09P09450103 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2003
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/06		<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	10,000.00		10,000.00	1,824.92
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	7,000.00		7,000.00	7,000.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	87,174.15		87,174.15	87,174.15
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	47,003.85		47,003.85	47,003.85
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	151,178.00		151,178.00	143,002.92
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				

## FY 2004 – AL09P09450103

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

PHA Name: Housing Authority of the City of Georgiana		Grant Type and Number Capital Fund Program Grant No: AL09P09450103 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-Wide	Operations	1406		10,000.00		10,000.00	1,824.92	
94-2	A/E Fees	1430		7,000.00		7,000.00	7,000.00	
94-2	Modernization complete of 4 units-flooring, painting, kitchen retrofit, plumbing, electrical, central HVAC, window replacement, security window screens, interior and exterior door replacement, security door screens, washer/dryer connection, wall relocation, bath retrofit, hardware, trim, exterior, vinyl, roofing and LBP abatement	1460		87,174.15		87,174.15	87,174.15	
94-2	Bond Debt Service	1501		47,003.85		47,003.85	47,003.85	



## FY 2003 – AL09P09450203 "Bonus" Funds

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Georgiana		<b>Grant Type and Number</b> Capital Fund Program Grant No: AL09P09450203 "Bonus" Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2003
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/06		<input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,400.00		2,400.00	2,400.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	29,530.00		29,530.00	27,529.58
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	31,930.00		31,930.00	29,929.58
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				

## FY 2003 – AL09P09450203 "Bonus" Funds

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part II: Supporting Pages</b>								
PHA Name: Housing Authority of the City of Georgiana			Grant Type and Number Capital Fund Program Grant No: AL09P09450203 "Bonus" Replacement Housing Factor Grant No:			Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
94-2	A/E Fees	1430		2,400.00		2,400.00	2,400.00	
94-2	Modernization complete of 4 units-flooring, painting, kitchen retrofit, plumbing, electrical, central HVAC, window replacement, security window screens, interior and exterior door replacement, security door screens, washer/dryer connection, wall relocation, bath retrofit, hardware, trim, exterior, vinyl, roofing and LBP abatement	1460		29,530.00		29,530.00	27,529.58	



**III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

- (A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure.
- (B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.
- (C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord, in writing, verifiable information regarding such change. Family members who move from the dwelling unit shall be removed from the lease. The resident shall report the move-out, in writing, within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant household for placement of the waiting list. Medical hardship or other circumstances shall be considered by the Landlord in making determinations under this paragraph. Also, the remaining members of the family may be over housed according to the occupancy standards of the Landlord and required to transfer as specified below in Section IV (CC) of this dwelling lease.
- (D) Changes in rent will be made as follows:
  1. Tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income;
  2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the actual date of the decrease of income and/or the date the tenant reported the decrease, in writing, which ever is later. The information must be verified, in writing, by the Landlord.
  3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
  4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.
  5. **MINIMUM RENT HARDSHIP EXEMPTIONS:** The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
    - The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
    - The income of the family has decreased because of changed circumstance, including loss of employment.
    - A death in the family has occurred which affects the family circumstances.
    - Other circumstances which may be decided by the HA on a case-by-case basis.

Head of Household Initials

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

6. If a resident requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

**IV. OBLIGATION OF TENANT:**

**Special Definitions Section**

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term "*guest*" means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant..

Covered person: A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Household: The family and any HA approved live-in aide.

Other Person Under the Tenant's Control: The person, although not staying as a guest in the unit who is, or was at the time of the activity in question on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial is not under the tenant's control.

Premises: The dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised by the rental agreement to the tenant.

**Violent Criminal Activity:** Any activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Tenant Agrees:**

- (A) To use premises as your sole domicile and not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section; and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the permission of the landlord.
- (C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V (B) of this lease;
- (D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord. Guests may be permitted in a dwelling unit so long as they have no previous history of behavior on Landlord premises that would be a lease violation. Visits of more than 14 days in a calendar year shall be authorized only by the Landlord with advance documentation of extenuating circumstances. Guests remaining beyond this period shall be considered unauthorized occupants and the head of household shall be guilty of a breach of the lease. Tenants will not be given permission to allow a former Tenant of the Landlord who has been evicted to occupy the unit for any period of time. Violations of this paragraph **WILL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE;**
- (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well being of all Tenants;
- (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affects health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;
- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
- (I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity, or water is a threat to the safety and health of Tenants of the Landlord. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;
- (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (K) To pay reasonable charges other than for normal wear and tear for the repair of damages to the premises.
- (L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:
  - 1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including HA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for eviction. **Provided, however, the Landlord abides by the Violence Against Women Act provisions and will take appropriate action as allowed under that act.**
  - 2. Any drug-related criminal activity on or off such premises; or any activity by a tenant, member of the tenant's household, or guest, and any such activity engaged in on the premises by any other person under the tenant's control in which the Landlord determines that a tenant, guest, or other person under the tenant's control is illegally using a controlled substance. The HA may evict a family when the HA determines that a household member is illegally using a drug or when the HA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - 3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises.
  - 4. The HA may terminate the tenancy if a member of the household is:
    - Fleeing to avoid prosecution, or custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
    - Violating a condition of probation or parole imposed under federal or state law.
    - Furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers, the HA may terminate this lease.

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION.

- (N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- (O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
- (P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy. Tenants are only allowed to keep common household pets in their units subject to the execution of the pet policy of the Landlord and proper execution of the Lease addendum for pets. Tenant agrees to comply with pet policy and violation of the pet rules, as outlined in the lease addendum, will be grounds for removal of the pet, termination of pet owner's tenancy or both. Violation of this Paragraph shall be considered to be a serious violation of this lease;
- (Q) To pay when due all charges due under this lease;
- (R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent; **An additional security deposit may be required for approved alterations. Amount if applicable \$**
- (S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;
- (T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- (U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- (V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
- W) **To notify Landlord no later than the fifth day of any extended absence from the premises in excess of fourteen (14) calendar days; if the tenant willfully fails to do so, the landlord may recover actual damages from the tenant. During any absence of a tenant in excess of 14 days, the landlord may enter the dwelling unit at times reasonably necessary.**
- (X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
- (Y) To report to Landlord within ten (10) calendar days, in writing, after there is a change in family income or family composition and to provide Landlord, in writing, verifiable information regarding such change (see also Section III (C) of this lease);
- (Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- (AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.
- (BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.
- (CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.
- (DD) To furnish complete and accurate written information in a timely manner.
- (EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.
- (FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.
- (GG) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- (HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.
- (II) Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.

- (JJ) Tenant agrees to accept the HA's offer of a revision to the existing lease. The HA may terminate the tenancy if the family fails to accept the HA's offer of a revision to an existing lease within a reasonable time as determined by the HA.
- (KK) Tenant agrees that the HA may require the tenant to exclude a household member in order to continue to reside in the unit where that household member has participated in or been culpable for action or failure to act that warrants termination of the lease. The decision to exclude is solely that of the HA.
- (LL) Tenant agrees that this lease may also be terminated if the HA discovers after admission that the tenant was ineligible for admission.
- (MM) Tenant agrees that this lease may be terminated if the HA discovers material false statements or fraud by the tenant in connection with the application for assistance or with reexamination of income.
- (NN) An operational smoke detector is located in each apartment unit. Resident agrees to keep the smoke detector fully operational at all times and will immediately notify Landlord of any smoke detector malfunction. At no time will resident, any member of the household or any guest or the resident alter the smoke detector. Any such attempt or alteration shall be considered to be a serious breach of the lease and shall be grounds for termination of tenancy.
- (OO) Tenant agrees that the tenant and members of his/her household and guests of the resident will not use loud, profane, abusive or threatening language when speaking to or in the presence of HA staff or representatives of the HA.
- (PP) The tenant may not withhold payment of rent to the landlord, while in possession, to enforce any of the tenant's rights under this dwelling lease.

**V. TENANT'S RIGHT TO USE AND OCCUPANCY:**

- (A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member.
- (B) With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.
  - 1. With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
    - (a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
    - (b) The Landlord's obligation to make reasonable accommodation for handicapped persons.
  - 2. *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:
    - (a) Is determined to be essential to the care and well being of the person;
    - (b) Is not obligated for the support of the person; and
    - (c) Would not be living in the unit except to provide the necessary supportive services.

**VI. ENTRY OF PREMISES DURING TENANCY:**

Landlord may enter the premises under the following conditions:

- (A) Landlord shall, upon written notification stating the intended time and purpose of the entry delivered or posted on the primary door of the premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. Provided, however, the HA and the Tenant hereby agree that the HA may enter the unit for any reasonable purpose (pest control, inspections, preventive maintenance, etc.) whatsoever during business hours on Tuesday, Wednesday and/or Thursday of the third week of each month without any further notice.
- (B) Landlord may enter the premises at any time without advance notification pursuant to a court order, the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises, when there is reason to believe an emergency exists; or when Tenant requests repairs, maintenance, or services.
- (C) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.
- (D) If a tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the dwelling lease. In either case, the landlord may recover actual damages.

**VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:**

- (A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;
- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;

- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord; provided; however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damages to food or other personal property;
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV (H) of this lease;
- (G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The lease may be modified after giving residents sixty (60) days notice. A copy of such notice of proposed modification shall be:
  1. Delivered directly or mailed to each Tenant; or
  2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.
- (I) To post in the office of Tenant's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant.

**VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:**

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

- (A) The Tenant shall immediately notify Landlord of the damage;
- (B) The Landlord shall be responsible for repair of the unit within a reasonable time: *Provided*, That if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;
- (C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time unless the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.
- (E) **HEALTH & SAFETY VIOLATIONS - A violation of any of the safety and health and safety hazards mentioned below will be considered a serious violation of your dwelling lease and may result in the termination of your lease and eviction.**
  1. **TRIPPING HAZARDS:** Exposed cords, for example: extension, cable, telephone, etc, are a tripping hazard and are not allowed on the floor or stairway of your apartment.
  2. **BEDROOMS WITH ONLY ONE WINDOW:** You are not allowed to block a window with anything, for example: furniture, a fan, an air conditioner, etc., in any bedroom with only one window. In case of a fire or some other disaster, there must be a way to exit this room to the outside
  3. **FIRE EXTINGUISHERS:** Any resident owned fire extinguisher must meet state and federal fire codes. Your fire extinguisher must be inspected once a year by a fire extinguisher service company and tagged with certification date, etc. If your fire extinguisher does not meet with safety requirements or is not properly charged, it must be removed from your apartment, because it is considered a safety hazard.
  4. **WINDOW AIR CONDITIONERS:** Any window air conditioner must have a faceplate cover; otherwise, the unit must be removed from the apartment, because it is considered a safety hazard.
  5. **SMOKE ALARMS:** Federal Regulations requires a working smoke alarm in each level of your apartment and according to your lease you cannot tamper with or cover your smoke alarm at any time, for any reason. If you tamper with or cover your smoke alarm you will be charged any and all appropriate posted maintenance charges for this offense and you may receive a notice to terminate your lease.
  6. **ELECTRICAL:** All electrical panels/boxes/outlets must remain covered with switch plates and/or plug covers. It is also a violation to tamper with external/internal breaker or meter bases.
  7. **HOT WATER HEATERS AND SPACE HEATERS:** Due to a fire hazard, no items are to be placed on top of or around your hot water heater or your space heater.

8. DOOR LOCKS AND WINDOW LOCKS: All entrance door locks and window locks must function properly, in order to secure your apartment. Please report any problems with your door docks and/or window to the maintenance department.

**IX. ABANDONED PROPERTY AND FURNISHINGS:**

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fourteen (14) days from date of discovery, the rent is not current, and Tenant has not notified the Landlord by the fifth day of the intended absence.

**X. NOTICES:**

- (A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
- (B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII (F) of this lease:
  1. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI (B) shall constitute adequate notice of proposed adverse action.
  2. In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (C) All notices in this lease may run concurrently without further notice at the discretion of the Landlord.

**XI. NOTICE PROCEDURES:**

- (A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:
  - Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered in hand to the Tenant or to an adult member of the Tenant's household residing in the dwelling, or shall be considered delivered three calendar days after mailing with adequate prepaid postage in the United States mailed to the tenant's last known place of residence.
  - Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U.S. first class mail properly addressed.
- (B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. Notice provided in this section does not apply to the notice required to terminate a tenancy or evict a tenant.
- (C) If the Tenant is visually impaired; all notices must be in a format understandable by Tenant.

**TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.**

**XII. TERMINATION OF TENANCY AND EVICTION:**

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause. Good cause includes, but is not limited to:
  - Criminal or other activity by a member of the household that threatens the health or safety of other public housing residents, HA employees, or of persons residing in the immediate vicinity of the premises; or
  - Criminal or other activity by a member of the household that threatens the health or safety of HA management staff.
- (B) If there is a material noncompliance by the tenant with the dwelling lease, the landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the dwelling lease will terminate in 14 calendar days after receipt of the notice. If the breach is not remedied within the 14 days after receipt of the notice to terminate the lease, the dwelling lease shall terminate on the date provided in the notice to terminate the lease unless the tenant adequately remedies the breach before the date specified in the notice, in which case the dwelling lease shall not terminate.
- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. **The notice of lease termination and demand for possession may be combined into one document.** When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of

tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.

- (D) Any federally and state required notices shall run concurrently.
- (E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:
  - 1. State that the Tenant is not entitled to a grievance hearing on the termination.
  - 2. Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
  - 3. State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Landlord; or any criminal activity or drug -related criminal activity on or off such premises.
- (G) If a tenant leaves property in the unit more than 14 days after termination by the landlord or termination by the tenant pursuant to this lease, the landlord has no duty to store or protect the tenant's property in the unit and may dispose of it without obligation.

**XIII. EVICTION ONLY BY COURT ACTION:**

The Landlord may evict the Tenant from the unit only by complying with State of Alabama statutory eviction requirements.

**XIV. EVICTION FOR CRIMINAL ACTIVITY:**

- (A) *Landlord discretion to consider circumstances.* In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
- (B) *Notice to Post Office.* When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

**XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:**

- (A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- (B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

**XVI. LEASE CHANGES:**

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII (H) of this lease. The failure of the family to accept the HA's offer of a revision to existing lease shall be grounds for termination.

**XVII. FAILURE TO PERFORM:**

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

**XVIII. SECURITY DEPOSIT**

Tenant agrees to pay a security deposit as specified in the 1<sup>st</sup> or 1<sup>st</sup> replacement page of the lease. Failure to pay the required security deposit within the stipulated time period will result in the termination of this lease. Upon termination of the tenancy, money held by the landlord as security may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance as itemized by the landlord in a written notice delivered to the tenant together with the amount due in accordance with Alabama law after termination of the tenancy and delivery of possession. Rent accrues until the keys are returned and/or the 14-day notice period has expired.

Upon vacating the premises, the tenant shall provide to the landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, may be mailed. If the tenant fails to provide a valid forwarding address, the landlord shall mail, by first class mail, the deposit or itemized accounting,

or both, to the last known address of the tenant or, if none, to the tenant at the address of the property. Any deposit unclaimed by the tenant as well as any check outstanding shall be forfeited by the tenant after a period of 180 days.

**XIX. SEVERABILITY:**

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

**XX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS**

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

- (A) Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenants' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

*THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.*

**XXI. DESIGNATION OF RESPONSIBLE PARTY**

Tenant designates the following adult person as the party to be responsible for removal and proper disposition of Tenant's personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated, by the Landlord, and Tenant is otherwise unavailable:

Name	
Relationship	
Address	
Home Phone	
Business Phone	

Property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice, the Landlord may dispose of the property as provided in this agreement.

**XXII. AVAILABILITY OF GRIEVANCE PROCEDURE:**

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII (F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

**XXIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:**

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The Landlord and the Tenant shall sign the statement, and the Landlord in the Tenant's files shall retain a copy of the statement. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV. (K) of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

**XXIV. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT RISKS.**

Housing built before 1978 may contain paint containing lead. The landlord has disclosed the presence of known lead-based paint and lead-based paint risks in the dwelling and has provided a pamphlet issued by the government on lead poisoning prevention. The landlord has made available to me access to written files containing notice of risk assessments, paint inspections, and/or hazard reduction activities relating to lead paint relating to my apartment.

**Head of Household's initials is Acknowledgment of:**

Initials	Question
----------	----------

	I <b>do not want</b> to review the Lead-Based Paint records referenced above; OR
	I <b>do want</b> to review the Lead-Based Paint Records referenced above.
	I was given the opportunity to review all the records and reports documenting the testing and abatement of lead-based paint hazards.
	I received a copy of the pamphlet, "Protect Your Family from Lead in Your Home."

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION. THE HA MAY EVICT THE TENANT BY JUDICIAL ACTION FOR CRIMINAL ACTIVITY IF THE HA DETERMINES THAT THE COVERED PERSON HAS ENGAGED IN THE CRIMINAL ACTIVITY, REGARDLESS OF WHETHER THE COVERED PERSON HAS BEEN ARRESTED OR CONVICTED FOR SUCH ACTIVITY AND WITHOUT SATISFYING THE STANDARD OF PROOF USED FOR A CRIMINAL CONVICTION.

RESIDENT AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL HAVE NO DUTY TO PROVIDE POLICE SERVICES OR PRIVATE SECURITY TO THE RESIDENT, ANY GUESTS (INVITED OR NOT), OR THE APARTMENT COMMUNITY. RESIDENT SHALL LOOK SOLELY TO THE CITY POLICE DEPARTMENT FOR SECURITY PROTECTION. RESIDENT FURTHER AGREES AND ACKNOWLEDGES THAT, EVEN IF THE LANDLORD CHOOSES TO PROVIDE COURTESY SECURITY OR POLICE SERVICES, THESE SERVICES SHALL NOT CONSTITUTE ANY MODIFICATION OF THE ABOVE AGREEMENT. THE LANDLORD SHALL NOT BE LIABLE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR POLICE SERVICES, OR FOR CRIMINAL OR WRONGFUL ACTIONS BY OTHERS AGAINST THE RESIDENT OR GUESTS. IF THE LANDLORD DOES PROVIDE ANY SECURITY OF POLICE SERVICES, IT MAY ELECT TO REDUCE, MODIFY, TERMINATE, OR CHANGE THE NATURE, SCOPE, AND PROVIDER OF SUCH SERVICES WITHOUT NOTICE TO, OR CONSENT FROM, THE RESIDENT.

Tenant Signatures		Tenant Signatures	
1.	(Head of Household)	5.	
2.	(Spouse)	6.	
3.		7.	
4.		8.	

<b>Representative Signature</b>	<b>For Housing Authority</b>
<b>Title</b>	<b>Date</b>

THE ARCHITECTURAL OFFICE OF  
**WILLIAM J. PEEK**

*Member of the American Institute of Architects*

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February 23, 2007

Mrs. Houston  
The Housing Authority of the City of Georgiana  
P.O. Box 279  
Georgiana, AL 36033-0279

Re: The Housing Authority of the City of Georgiana  
Site AL94-3A and AL94-3B  
Foundation Analysis

Dear Mrs. Houston,

Along with Ralph Jones, Structural Engineer, I have examined the buildings currently in various stages of foundation failure at the above referenced sites. My report of January 23, 2007, recommends the repair of eleven (11) buildings and the replacement of three (3). I estimate that approximately \$2,569,031 is needed to restore these buildings to current standards.

Please do not hesitate to contact me if you have any questions.

Sincerely,



William J. Peek, AIA

WJP/sof

Cc: David Grisky, HUD

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THE HOUSING AUTHORITY OF THE CITY OF GEORGIANA, ALABAMA

## **Management Discussion**

Annual Plan 2007

The Housing Authority of the City of Georgiana, Alabama has two major areas of concern.

1. The Authority has one site, 94-1; consisting of thirty-eight (38) units of which eighteen (18) have been abated of lead-based paint and twenty (20) have not been abated.
2. The Authority has two sites, 94-A & 94-3B, which has fourteen (14) units that are uninhabitable due to foundation failure. The Authority has requested emergency funding from HUD to repair/replace these units.

The Authority has worked on both concerns diligently but with little financial resources it has been a major undertaking.

We completed renovations/lead based paint abatement site 94-2 twenty (20) units on November 8, 2004.

The Authority was awarded and approved for the Bond Pool Funding December 21, 2004 for approximately \$523,000.00 to be three-fourths disbursed by August 1, 2006. We disbursed all funds December 21, 2006. Since that time CFP funds have been disbursed as well as the closing of CFP 2003.

A RFP for lead-based paint testing for site 94-1 was sent out on February 18, 2005 and a contract was awarded on March 29, 2005. The testing dates were April 5 & 6, 2005. The testing report was received May 11, 2005 showing all thirty eight (38) units positive for lead based paint.

The Authority had a bid opening for a contractor on November 29, 2005. The second lowest bidder contested and we re-bid the contract on February 21, 2006. A contract was awarded on February 22, 2006. The base bid for lead based paint abatement, modernization and repair of six (6) units with foundation problems was \$2,061,874.00

We used deductive alternates to abate lead-based paint and modernization of eighteen (18) units at the cost of \$794,374.00. The total amount of CFP funds for 2004, 2005 and 2006 is \$301,889.00 of which \$259,719.00 will be drawn down to complete the contract.

The Authority found on July 3, 2006 the foundation failure of three (3) additional units. It was at this time, we decided to apply for emergency funding because we did not have enough funds to cover the lead based paint abatement & renovations to thirty eight (38)

Units in 94-1 and the additional units downed because of foundation failure. The Authority has had a HUD engineer, our architect and a structural engineer to assess the units. The funding estimate for repair/replacement of fourteen (14) units is 2,569,031.00.

Our Authority has fourteen (14) units out of 100 that cannot be rented due to foundation failure. In addition, we have eighteen (18) units that are under modernization. We desperately need these units to meet the demand of affordable housing in our rural area. The Capital Funds we receive each year are not an adequate amount to resolve the major problems our Authority has.

Susan Houston  
Executive Director  
Georgiana Housing Authority