

# 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: Menard County Housing Authority IL28

**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:** Menard County Housing Authority    **PHA Number:** IL28

**PHA Fiscal Year Beginning:** (mm/yyyy) 07/2006

**PHA Programs Administered:**

**Public Housing and Section 8**   
  **Section 8 Only**   
  **Public Housing Only**  
 Number of public housing units: 177   
 Number of S8 units:   
 Number of public housing units:  
 Number of S8 vouchers: 99

**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: Anne R. Smith    Phone: 217-632-7723  
 TDD: Illinois Relay Center 1-800-526-0844    Email (if available):  
[asmith@menardcha.org](mailto:asmith@menardcha.org)

**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)

## EXECUTIVE SUMMARY

The Authority is on schedule with its FY2006 annual plan and its FY2005-2009 five-year plan.

Following its procurement policy, in FY2003 the Authority selected Professional Development Group Midwest (PDGM) as the developer for the replacement housing for Phase II demolition of IL28-01, for the demolition and replacement of IL28-07 dwelling units and for developing other affordable rental and homeownership housing. During FY2003 PDGM prepared a Development Plan for the Authority and the plan was made part of the Authority's FY2004 Housing Agency Plan. During FY2005 the Authority began implementing the first phase of the Asset Management and Development Plan including the development of a homeownership program. Implementation of the first phase of the Plan will be completed in FY2007. During FY2006 the Authority followed its procurement policy and selected a developer for implementing the second phase of the Authority's Asset Management and Development Plan. Phase two includes the demolition/disposition of 10 units in Oakford IL028-05; the demolition of 3 units in Athens IL028-02; one-for-one replacement of the units, four in Greenview and nine in Athens; and implementation of the homeownership program. The Authority's phase two construction funding strategies include, but are not limited to, using 30% of its CFP funds to secure 20-year financing, reprogramming all Replacement Housing Factor funds for replacement public housing and using mixed financing. The Authority will also assess the viability of using project-based vouchers and if viable, may pursue. A summary of the Authority's Plan is attached to this template.

Within the five year plan the Authority plans to dispose of the Mentor Graham building, a special use community building that is currently occupied by the Menard County Health Department.

Public Housing flat rents were reviewed and FY2007 flat rents were calculated as follows:

<b>DEV</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>
IL028-02	\$250	\$318	\$413	\$468
IL028-03	\$353	\$444		
IL028-04	\$242	\$308	\$406	
IL028-05	\$330	\$303	\$402	
IL028-06	\$329	\$312	\$412	
IL028-08	\$243	\$312		
IL028-09	\$243	\$312	\$412	\$466

Public housing ceiling rents for FY2007 are established to be the same as FY2007 flat rents.

During FY2007 the Authority will continue managing tax credit properties and other programs initiated by the not for profits established by the Authority. During FY2007 the Authority, in coordination with other entities, will continue to aggressively pursue affordable rental and homeownership housing programs for low and moderate-income families. During FY2007 the Authority may also pursue providing management, maintenance, modernization, resident initiatives, new housing development and other services to other agencies.

The Authority is and has been in full compliance with the Resident Community Service requirement of the Quality Housing and Work Responsibility Act of 1998. The Authority established and implemented Community Service Requirement policies and procedures in its FY2000 Agency Plan. During 2003 HUD

suspended the requirement but re-instituted it in 2004. The Authority will ensure it continues to comply in 2007.

The Authority has reviewed and updated its ACOP, Section 8 Admin Plan, public housing lease, Pet Policy, Resident Initiatives Policy and Section 8 Equal Opportunity Housing Plan. The ACOP and Section 8 Admin Plan have been revised to include the provision that a resident or applicant that is or has been a victim of domestic violence, dating violence, or stalking will not be denied housing or admission to housing if the resident or applicant is otherwise qualified for housing assistance or admission. In addition the Authority updated its organizational chart and job descriptions. Copies of the updated documents are attached and are available for review at the Authority's central office.

During 2006 the Authority installed carbon monoxide detectors and alarms in all its public housing units.

During FY2007 the Authority will develop and implement strategies for complying with project-based accounting.

The Authority established community-based public housing waiting lists during FY2006 and will implement in FY2007. The public housing waiting lists will include:

- Petersburg High Rise IL028-03
- All other Petersburg properties except the High Rise: IL028-08 and IL028-09
- All Athens properties: IL028-02 and IL028-04
- Oakford: IL028-05
- Tallula: IL028-06

Due to the failure rate of the high efficiency Maytag refrigerators purchased under a special statewide energy efficiency grant, the Authority may be required to use increasing more CFP funds to replace the units.

During FY2007 to FY2011 the Authority plans to upgrade the parking at the Petersburg High Rise IL028-03 using CFP funds or incorporating into the implementation of the second phase of the Authority's Asset Management and Development Plan.

## 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.

A.

**1. PHA PLAN COMPONENTS**

Site-Based Waiting List Policies

**903.7(b)(2) Policies on Eligibility, Selection, and Admissions**

2. Capital Improvement Needs

**903.7(g) Statement of Capital Improvements Needed**

3. Section 8(y) Homeownership

**903.7(k)(1)(i) Statement of Homeownership Programs**

4. Project-Based Voucher Programs (We may request as part of our financing plan)

5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.

6. Supporting Documents Available for Review

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

8. Capital Fund Program 5-Year Action Plan

ATTACHMENT A: Deconcentration and income mixing il028a01

ATTACHMENT B: Updated Public Housing Lease il028b01

ATTACHMENT C: Updated ACOP il028c01

ATTACHMENT D: Updated Section 8 Admin Plan il028d01

ATTACHMENT E: Demolition/Disposition il028e01

ATTACHMENT F: Asset Management Plan Summary il028f01

ATTACHMENT G: Updated Pet Policy il028g01

ATTACHMENT H: Updated Job Descriptions and Org Chart il028h01

ATTACHMENT I: Updated Equal Opportunity Housing Plan il028i01

ATTACHMENT J: Updated Resident Initiatives Policy and Procedures il028j01

ATTACHMENT K: FY2005 CFP P&E Report il028k01

ATTACHMENT L: FY2006 CFP P&E Report il028l01

### **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*.

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

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

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

#### **A. Site-Based Waiting Lists-Previous Year**

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.

The Authority stated in its FY2006 it would begin implementing site-based waiting lists. The Authority is currently updating its computer software in order to implement site-based waiting list therefore the actual transition to site-based waiting list will actually occur in FY2007. The Authority's Board of Commissioners and Resident Advisory Board are aware of the site-based waiting list timetable.

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

2. What is the number of site based waiting list developments to which families may apply at one time? 5
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? 3
4.  Yes  No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

## B. Site-Based Waiting Lists – Coming Year

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? 5
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)?

The site-based waiting lists were approved as part of the Authority's FY2006 Agency Plan with implementation occurring in FY2007.

If yes, how many lists?

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

The Authority may request using CFP funds to repay debt as part of the financing plan for redeveloping IL028-05, Oakford.

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

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

1.  Yes  No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).
  
2. Status of HOPE VI revitalization grant(s):

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

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

The Authority plans to submit Section 18 Plans for the disposition of IL028-05, a ten unit development, and the demolition of three units in IL028-02. Once HUD approves the Section 18 Demolition Plan for IL028-02, the Authority will apply for a HOPE VI Demolition Grant, if available.

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:

During FY2007 the Authority plans to continue implementing the second phase of its Asset management and Development Plan, which could take two or more years. The Authority's phase two construction funding strategies include, but are not limited to, using 30% of its CFP funds to secure 20-year financing, reprogramming all Replacement Housing Factor funds for replacement

public housing and using mixed financing. Developments that might be affected include IL028-02 (3 units); IL028-05 (10 units); and IL028-06 (8 units).

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:

During FY2006 the Authority followed its procurement policy and selected a developer for implementing the second phase of the Authority's Asset management and Development Plan. During FY2007 the Authority will begin development activities. Phase two includes the disposition of 10 units in Oakford IL028-05; the demolition/disposition of 8 units in Tallula IL028-06; and the demolition of 3 units in Athens IL028-02. The Authority plans one-for-one replacement of the demolished/disposed units. The Authority's phase two construction funding strategies include, but are not limited to, using 30% of its CFP funds to secure 20-year financing, reprogramming all Replacement Housing Factor funds for replacement public housing and using mixed financing. The Authority will also assess the viability of using project-based vouchers and if viable, may pursue.

### **3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program** (if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1.  Yes  No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

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

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?

b. PHA-established eligibility criteria

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

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

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

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

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

#### **4. Use of the Project-Based Voucher Program**

##### **Intent to Use Project-Based Assistance**

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

1.  Yes  No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:
  - low utilization rate for vouchers due to lack of suitable rental units
  - access to neighborhoods outside of high poverty areas
  - other (describe below:) There is an acute shortage of any type of rental units in Menard County, especially those affordable to low-income families.
2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

The Authority may project base 14 units in census tracts 0101p (Greenview, IL) and 0102p (Petersburg, IL). The Authority updated its Section 8 Administrative Plan in FY2006 to include procedures for selecting project based voucher proposals.

#### **5. PHA Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (provide name here) Illinois State
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: (describe below)

The State provides technical assistance as requested by the Authority. In addition, the State provides funding opportunities on a competitive application basis.

## **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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
<b>X</b>	<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
<b>X</b>	<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
<b>X</b>	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
<b>X</b>	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
<b>X</b>	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
<b>X</b>	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
<b>X</b>	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	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
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" 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
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
X	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
X	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Menard County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06-P028-50107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$22,711			
3	1408 Management Improvements	\$22,711			
4	1410 Administration	\$22,711			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$45,000			
8	1440 Site Acquisition	\$16,977			
9	1450 Site Improvement	\$1,000			
10	1460 Dwelling Structures	\$92,000			
11	1465.1 Dwelling Equipment—Nonexpendable	\$1,000			
12	1470 Nondwelling Structures	\$1,000			
13	1475 Nondwelling Equipment	\$1,000			
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	\$1,000			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$227,110			
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				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Menard County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06-P028-50107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

<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: Menard County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: IL06-P028-50107 Replacement Housing Factor Grant No:			<b>Federal FY of Grant: 2007</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		\$22,711				
HA-Wide	Computer system upgrade and training	1408		\$4,000				
HA-Wide	Technical Assist: Agency Plan/Operations	1408		\$9,711				
HA-Wide	Commissioner and staff training	1408		\$9,000				
HA-Wide	Administration	1410		\$22,711				
HA-Wide	A/E fees	1430		\$5,000				
HA-Wide	Development/Consulting fees	1430		\$30,000				
HA-Wide	Technical Assistance	1430		\$10,000				
HA-Wide	Purchase Property	1440		\$16,977				
HA-Wide	Parking and sidewalk repair	1450		\$1,000				
IL28-06	Rewire	1460	8 DU	\$80,000				
IL28-02	Repair/paint storage units	1460	16 DU	\$5,333				
IL28-04	Repair/paint storage units	1460	20 DU	\$6,667				
HA-Wide	Replace appliances	1465.1		\$1,000				
HA-Wide	Upgrade facilities, furniture, equipment	1470		\$1,000				
HA-Wide	Vehicle, tools and equipment	1475		\$1,000				
HA-Wide	Replacement public housing	1485		\$1,000				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Menard County Housing Authority			Grant Type and Number Capital Fund Program No: IL06-P028-50107 Replacement Housing Factor No:				Federal FY of Grant: 2007
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	6/31/2009			6/31/2010			
IL028-02	6/31/2009			6/31/2010			
IL028-04	6/31/2009			6/31/2010			
IL028-06	6/31/2009			6/31/2010			

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Menard County Housing Authority			Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IL06-R028-50107		Federal FY of Grant: 2007
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	\$79,337			
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$79,337			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				

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

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name: Menard County Housing Authority</b>			<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: IL06-R028-50107		<b>Federal FY of Grant: 2007</b>
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
<b>Line No.</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>	
		<b>Original</b>	<b>Revised</b>	<b>Obligated</b>	<b>Expended</b>
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				



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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Menard County Housing Authority			Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: IL06-R028-50107				Federal FY of Grant: 2007
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
New project	6/31/2009			6/31/2010			

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

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Menard County Housing Authority				<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2  FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 3  FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 4  FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 5  FFY Grant: 2011 PHA FY: 2011
HA-Wide	Annual Statement				
1406		\$22,711	\$22,711	\$22,711	\$22,711
1408		\$22,711	\$22,711	\$22,711	\$22,711
1410		\$22,711	\$22,711	\$22,711	\$22,711
1430		\$45,000	\$25,000	\$25,000	\$25,000
1440		\$2,531	\$13,031	\$2,500	\$2,500
1450		\$1,000	\$1,000	\$1,000	\$1,000
1460		\$1,000	\$1,000	\$1,000	\$1,000
1465.1		\$1,000	\$1,000	\$1,000	\$1,000
1470		\$1,000	\$1,000	\$1,000	\$1,000
1475		\$5,000	\$5,000	\$5,000	\$25,000
1499		\$2,500	\$3,000	\$15,531	
1501		\$74,946	\$74,946	\$74,946	\$74,946
IL028-02		\$23,000			
IL028-03			\$10,000		
IL028-04			\$4,000	\$10,000	
IL028-05		\$2,000	\$20,000		
IL028-06				\$18,000	\$14,531
IL028-08				\$4,000	\$10,000
IL028-09					\$4,000
CFP Funds Listed for 5-year plan		\$227,110	\$227,110	\$227,110	\$227,110
Replacement Housing Factor Funds		\$79,337	\$79,337	\$79,337	\$79,337

## 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 1	Activities for Year :__2__ FFY Grant: 2008 PHA FY: 2008			Activities for Year: __3_ FFY Grant: 2009 PHA FY: 2009		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See</b>						
<b>Annual</b>	HA-Wide	1406 Operations	\$22,711	HA-Wide	1406 Operations	\$22,711
<b>Statement</b>	HA-Wide	1408 Computer software/training	\$4,000	HA-Wide	1408 Computer software/training	\$4,000
	HA-Wide	1408 Commissioner/staff training	\$9,000	HA-Wide	1408 Commissioner/staff training	\$9,000
	HA-Wide	1408 Technical Assistance	\$9,711	HA-Wide	1408 Technical Assistance	\$9,711
	HA-Wide	1410 Modernization Coordinator	\$22,711	HA-Wide	1410 Modernization Coordinator	\$22,711
	HA-Wide	1430 A/E fees	\$5,000	HA-Wide	1430 A/E fees	\$5,000
	HA-Wide	1430 Developer/Consultant Fees	\$30,000	HA-Wide	1430 Developer/Consultant Fees	\$10,000
	HA-Wide	1430 Technical Assistance	\$10,000	HA-Wide	1430 Technical Assistance	\$10,000
	HA-Wide	1440 Site Acquisition	\$2,531	HA-Wide	1440 Site Acquisition	\$13,031
	HA-Wide	1450 Repair walks and parking	\$1,000	HA-Wide	1450 Repair walks and parking	\$1,000
	HA-Wide	1460 Modernization work items	\$1,000	HA-Wide	1460 Modernization work items	\$1,000
	IL028-02	1460 Comprehensive Mod	\$4,000	IL028-03	1460 Comprehensive Mod	\$10,000
	HA-Wide	1465.1 Replace appliances	\$1,000	IL028-04	1460 Comprehensive Mod	\$4,000
	HA-Wide	1470 Upgrade facilities and equip	\$1000	HA-Wide	1465.1 Replace appliances	\$1,000
	HA-Wide	1475 Vehicles, tools & equipment	\$5,000	HA-Wide	1470 Upgrade facilities and equip	\$1000
	IL028-02	1485 Demolish three units	\$15,000	HA-Wide	1475 Vehicles, tools & equipment	\$5,000
	IL028-02	1495.1 Relocation Cost	\$4,000	IL028-05	1495.1 Relocation Cost	\$10,000
	HA-Wide	1499 Development activities	\$2,500	HA-Wide	1499 Development activities	\$3,000
	IL028-05	1499 Development activities	\$2,000	IL028-05	1499 Development activities	\$10,000
	IL028-2/5/6	1501 Development Bond service	\$74,946	IL028-2/5/6	1501 Development Bond service	\$74,946
	Total CFP Estimated Cost		\$227,110			\$227,110

Note: Replacement Housing Factor Funds of \$79,337 per year will be used to replace public housing dwelling units

## 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 :__4__ FFY Grant: 2010 PHA FY: 2010			Activities for Year: __5_ FFY Grant: 2011 PHA FY: 2011		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See</b>	HA-Wide	1406 Operations	\$22,711	HA-Wide	1406 Operations	\$22,711
<b>Annual</b>	HA-Wide	1408 Computer software/training	\$4,000	HA-Wide	1408 Computer software/training	\$4,000
<b>Statement</b>	HA-Wide	1408 Commissioner/staff training	\$9,000	HA-Wide	1408 Commissioner/staff training	\$9,000
	HA-Wide	1408 Technical Assistance	\$9,711	HA-Wide	1408 Technical Assistance	\$9,711
	HA-Wide	1410 Modernization Coordinator	\$22,711	HA-Wide	1410 Modernization Coordinator	\$22,711
	HA-Wide	1430 A/E fees	\$5,000	HA-Wide	1430 A/E fees	\$5,000
	HA-Wide	1430 Developer/Consultant Fees	\$10,000	HA-Wide	1430 Developer/Consultant Fees	\$10,000
	HA-Wide	1430 Technical Assistance	\$10,000	HA-Wide	1430 Technical Assistance	\$10,000
	HA-Wide	1440 Site Acquisition	\$2,500	HA-Wide	1440 Site Acquisition	\$2,500
	HA-Wide	1450 Repair walks and parking	\$1,000	IL028-06	1450 Repair walks and parking	\$14,531
	HA-Wide	1460 Modernization work items	\$1,000	HA-Wide	1460 Modernization work items	\$1,000
	IL028-04	1460 Comprehensive Mod	\$10,000	IL028-08	1460 Comprehensive Mod	\$10,000
	IL028-08	1460 Comprehensive Mod	\$4,000	IL028-09	1460 Comprehensive Mod	\$4,000
	HA-Wide	1465.1 Replace appliances	\$1,000	HA-Wide	1465.1 Replace appliances	\$1,000
	HA-Wide	1470 Upgrade facilities and equip	\$1000	HA-Wide	1470 Upgrade facilities and equip	\$1000
	HA-Wide	1475 Vehicles, tools & equipment	\$5,000	HA-Wide	1475 Vehicles, tools & equipment	\$25,000
	IL028-06	1495.1 Relocation Cost	\$8,000	IL028-2/5/6	1501 Development Bond service	\$74,946
	HA-Wide	1499 Development activities	\$15,531			
	IL028-06	1499 Development activities	\$10,000			
	IL028-2/5/6	1501 Development Bond service	\$74,946			
	Total CFP Estimated Cost		\$227,110			\$227,110

Note: Replacement Housing Factor Funds of \$79,337 per year will be used to replace public housing dwelling units

## Attachment A (il028a01): Deconcentration and Income Mixing

### (6) Deconcentration and Income Mixing

- a.  Yes  No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b.  Yes  No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

<b>Deconcentration Policy for Covered Developments</b>			
<b>Development Name:</b>	<b>Number of Units</b>	<b>Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]</b>	<b>Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]</b>
IL028-02	16	Above 115% average income	Waiting list skipping
IL028-05	10	Below 85% average income	Waiting list skipping

<b>Development</b>	<b>Average Income</b>
IL028-02	\$16,837
IL028-03	\$12,240
IL028-04	\$13,306
IL028-05	\$10,082
IL028-06	\$10,932
IL028-08	\$11,897
IL028-09	\$11,749
Average	\$12,398
85% Average	\$10,538
115% Average	\$14,258

**DWELLING LEASE**

This Dwelling Lease is entered into on «Date» by and between THE MENARD COUNTY HOUSING AUTHORITY ("MCHA"), and «Name» (the "Tenant").

**BACKGROUND**

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

**TERMS**

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

**1. DWELLING UNIT**

MCHA hereby leases to the Tenant the dwelling unit located at «Street Address», Petersburg, Illinois (the "Dwelling Unit"), and the Tenant leases such dwelling unit from MCHA under the terms and conditions outlined in this Lease, the rules and regulations of MCHA and applicable laws and regulations.

**2. PERSONS RESIDING IN THE DWELLING UNIT**

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

<i>HOUSEHOLD MEMBER</i>	<i>SEX</i>	<i>D.O.B.</i>	<i>SS#</i>	<i>RELATIONSHIP</i>
«Name»	«M/F»	«DOB»	«SSN»	Head
«Name»	«M/F»	«DOB»	«SSN»	«RELATIONSHIP»
«Name»	«M/F»	«DOB»	«SSN»	«RELATIONSHIP»
«Name»	«M/F»	«DOB»	«SSN»	«RELATIONSHIP»
«Name»	«M/F»	«DOB»	«SSN»	«RELATIONSHIP»
«Name»	«M/F»	«DOB»	«SSN»	«RELATIONSHIP»

«Name»	«M/F»	«DOB»	«SSN»	«RELATIONSHIP»
«Name»	«M/F»	«DOB»	«SSN»	«RELATIONSHIP»

The Tenant agrees that the only persons permitted to reside in the Dwelling Unit are those household members listed above. The Tenant agrees that the persons listed above shall be considered members of the household and residents in the Dwelling Unit until such time as the Tenant provides MCHA with written notice that such persons are no longer members of the household and are therefore no longer residents in the Dwelling Unit. The Tenant agrees to obtain the prior written consent of MCHA before permitting any persons to reside in the Dwelling Unit. Any change (addition or reduction) must be reported to MCHA in writing within ten (10) days of the change. Failure of the Tenant to notify MCHA of any change shall be construed as a breach of this lease. **THE TENANT AGREES THAT HE OR SHE SHALL BE RESPONSIBLE FOR THE ACTIONS OF ALL HOUSEHOLD MEMBERS AND ALL GUESTS OF HOUSEHOLD MEMBERS, AND THAT ANY VIOLATIONS OF THIS LEASE BY SUCH PERSONS SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE AND EVICTION OF ALL HOUSEHOLD MEMBERS FROM THE DWELLING UNIT.**

**3. TERM OF THE LEASE**

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

**4. PAYMENTS AND CHARGES DUE UNDER THE LEASE**

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

- B. Late Fee.** Rent payments not received by MCHA by the close of business on the fifth day of the month in which such payments are due will incur a late processing fee of Ten Dollars (\$10.00). MCHA will charge the Tenant a handling charge for any unpaid checks returned to MCHA because of a closed checking account, stop payment order, non-sufficient funds or other reason. The handling charge is posted in MCHA's central office. If a check is not honored by the close of business on the fifth calendar day of the month, the rent will be considered unpaid and subject to the \$10.00 late processing charge. MCHA will provide written notice to the Tenant of the amount of the late fee, processing and/or handling charge owed and such charge shall be due and collectible on the fifteenth day after the date of written notice.
- C. Court Costs and Attorney's Fees.** MCHA will charge the Tenant a fee to cover court costs and/or reasonable attorney's fees whenever MCHA incurs such costs and/or fees in a legal proceeding in which the Tenant does not prevail. If the Tenant is evicted, MCHA will remove the Tenant's personal property from the Dwelling Unit and dispose of such property in a manner prescribed by local law. The Tenant shall be responsible for the actual costs of removing the personal property from the Dwelling Unit.
- D. Security Deposit.** The Tenant agrees to pay a security deposit in an amount equal to One Hundred Dollars (\$100.00), which MCHA will use for payment of any rent or other charges which the Tenant owes, or for repair of any damage to the Dwelling Unit upon Termination of this Lease. The security deposit may not be used to pay rent or other charges while the Tenant occupies the Dwelling Unit. No refund of the security deposit will be made until after the Tenant has vacated the Dwelling Unit, the Dwelling Unit has been inspected by MCHA, all remaining charges on the Tenant's account have been deducted, and the Tenant provides notice of new address within 30 days after vacating the premises. All interest on the Security Deposit accrues to the Authority.
- E. Pet Deposit.** The tenant agrees to pay a \$100 refundable pet deposit for each MCHA approved dog or cat. The \$100 refundable pet deposit does not limit MCHA from billing the tenant for damage in excess of \$100 caused by one dog or cat. All interest on the Pet Deposit accrues to the Authority.
- F. Maintenance Charges.** The Tenant shall notify MCHA promptly of required repairs to the Dwelling Unit, and of unsafe conditions in the areas surrounding the Dwelling Unit. Except for normal wear and tear, the Tenant agrees to pay reasonable charges for repair for intentional or negligent damage to the Dwelling Unit and the areas surrounding the Dwelling Unit, MCHA equipment, or for extra maintenance expense caused by the Tenant, the household members, guests and for damage caused by the failure of the Tenant to report the need for repairs. In the absence of a satisfactory explanation, damage beyond normal wear and tear to the Dwelling Unit and the areas surrounding the dwelling unit

shall be deemed to be caused by the Tenant, the household members or guests intentionally or negligently. MCHA will provide written notice to the Tenant of the amount of the maintenance charges owed and such charges shall be due and collectible on the fifteenth (15th) day after the date of written notice. MCHA reserves the right to refuse a tender of rent if made without a payment of such charges after such charges are due. In no event shall a tender of rent without a payment of charges be accepted if the Tenant has been served with a notice to vacate. The Tenant shall be charged for the cost of maintenance services in accordance with the Schedule of Maintenance Charges posted in the MCHA central management office when MCHA determines that needed maintenance is not caused by normal wear and tear. The Tenant shall be charged the actual cost to MCHA for the labor and materials needed to complete the work for repairs not listed on the Schedule of Maintenance Charges.

**G. Utilities.**

1. MCHA shall furnish the Tenant with the following utilities: NONE. MCHA shall not be responsible for failure to furnish utilities by reason of any cause beyond MCHA's control (allowances for these utilities are posted in the MCHA central management office). The utility allowance on this unit is \$«Utility Allowance». Management shall have the right to install utility check meters on any of its properties to monitor and determine the amount of allowable consumption for that unit. Tenant shall pay MCHA for utility costs in excess of the allowance.
  
2. Tenant shall supply the following utilities using the utility company designated by the MCHA:

Utility	Designated Utility Company
Gas	AmerenCIPS
Electric	AmerenCIPS
Water	Petersburg Water-Sewer Department

The Tenant must supply proof to MCHA that the utilities the Tenant is responsible for are all in the Tenant's name with the MCHA designated utility company. The MCHA, and not the tenant, selects the utility company. The Tenant agrees to pay the utility company when due without interruption.

Tenants shall select their own telephone provider, but must notify MCHA the name of the provider.

**H. Place of Payment of Rent and Other Charges.** Rent and all other charges due to the MCHA shall be paid at one or more banks designated by MCHA and/or the central management office located at

101 W. Sheridan, Petersburg, Illinois.

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

**A. Redetermination of Rent.** On an annual basis, MCHA shall determine whether the Tenant is eligible for MCHA housing, whether the rental amount paid by the Tenant under this Lease should be increased, decreased or remain the same, and whether the size of the Dwelling Unit occupied by the Tenant is appropriate to the Tenant's needs. These determinations will be made in accordance with MCHA's Admissions and Continued Occupancy Policies which are posted in the MCHA central management office. The initial rental amount and subsequent rental amount determinations shall remain in effect for the period between annual redeterminations of rent unless, during such period:

- (i) Persons not permitted to reside in the Dwelling Unit are determined by MCHA to be residing in the unit;
- (ii) The Tenant requests a redetermination of rent due to a decrease in family income or a change in other circumstances and MCHA grants such request;
- (iii) Income was received by any member of the household which was not reported to MCHA;
- (iv) The current rental amount was calculated for a temporary time period; or
- (v) There is a change in HUD regulations requiring such a redetermination.

**B. Annual Recertification.** The Tenant agrees to attend an annual recertification meeting and to furnish such information and certifications regarding income, assets and family composition as MCHA may request to make determinations with respect to rent, eligibility, and the appropriateness of the size of the dwelling unit and to execute such further documentation as MCHA may request to facilitate the verification of such information. The Tenant's failure to attend the annual recertification meeting or furnish the requested information and certifications in a timely manner is grounds for termination of this Lease by MCHA. If, as a result of misrepresentation made by Tenant at the time of admission, annual re-examination, or rent review, Tenant pays rent in an amount lower than that set forth in the Schedule of Rents, Tenant shall be liable for the difference between the actual rent paid and the rent which should have been paid as determined by proper application of the Schedule of Rents. Tenant shall be liable for such difference from the date of the misrepresentation to the date on which the proper rent adjustment becomes effective. Restitution of the difference must be paid in full within thirty (30) days of such determination. Failure to pay the balance due constitutes late rent and is grounds for termination of the Lease and eviction from the Dwelling Unit. If MCHA determines that Tenant has gained admission or remained in occupancy in the MCHA's unit through Tenant's misrepresentation of his/her income,

assets, child care, or family composition, the Tenant will be evicted immediately at the time the misrepresentation is discovered, whether the Tenant is or is not eligible at the time misrepresentation is discovered.

- C. Transfer of Appropriate Size Dwelling Unit.** The Tenant agrees to transfer to an appropriate size dwelling unit based on family composition upon notice from MCHA that such a dwelling unit is available. Failure to transfer to such dwelling unit is grounds for termination of this Lease by MCHA. A non-disabled tenant who accepts an accessible unit must transfer to another unit of appropriate size if a disabled person/persons has need for the tenant's unit.
- D. Notification.** When MCHA redetermines the amount of rent payable by the Tenant (not including redetermination of MCHA's Schedule of Utility Allowances, if any) or determines that the Tenant must transfer to another dwelling unit based on family composition, MCHA shall notify the Tenant that the Tenant may request an explanation stating the specific grounds of the MCHA determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the MCHA Grievance Procedure.

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

- A. Occupancy.** The Tenant shall have the right to exclusive use and occupancy of the Dwelling Unit by the members of the household authorized to reside in the unit in accordance with the Lease, including reasonable accommodation of their guests. For purposes of this Lease, the term "guest" means a person in the Dwelling Unit with the consent of a member of the household authorized to reside in the Dwelling Unit.
- B. Legal Profit-Making Activities.** With the prior written consent of MCHA, authorized members of the household may engage in legal profit-making activities in the Dwelling Unit where MCHA determines in its sole and absolute discretion that such activities are incidental to primary use of the leased Dwelling Unit for residence by members of the household.
- C. Residence by Foster Children and Live-In Aides.**

  - (i) With the prior written consent of MCHA, a foster child or a live-in aide may reside in the Dwelling Unit MCHA may adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining the circumstances in which MCHA consent will be granted or denied.

Under such policies, the factors considered by MCHA may include:

- (a) whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available;
  - (b) MCHA's obligation to make reasonable accommodation for disabled persons. However, under no circumstances, may the relatives of a live-in aide reside in the Dwelling Unit.
- (ii) For purposes of this Lease, the term "live-in aide" means a person who resides with an elderly, disabled or handicapped person and who:
- (a) is determined by MCHA to be essential to the care and well-being of the person;
  - (b) is not obligated for the support of the person; and
  - (c) would not be living in the Dwelling Unit except to provide the necessary supporting services.

## **7. MCHA OBLIGATIONS**

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

- A. Maintain the Dwelling Unit and the development in decent, safe and sanitary conditions;
- B. Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety;
- C. Make necessary repairs to the Dwelling Unit;
- D. Keep development buildings, facilities, and common areas not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- E. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by MCHA;
- F. 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 as provided in subsection 8.G. below;
- G. 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 Dwelling Unit 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; and

- H. (i) Notify the Tenant of the specific grounds for any proposed adverse action by MCHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- (ii) When MCHA is required to afford the Tenant the opportunity for a hearing under the MCHA Grievance Procedure for a grievance concerning a proposed adverse action:
- (a) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with 24CFR Section 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
  - (b) In the case of a proposed adverse action other than a proposed lease termination, MCHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- I. MCHA is not responsible for any damages and/or losses to the Tenant's personal property. The MCHA's insurance will not cover the Tenant's personal property. The Tenant should secure personal household insurance.

## **8. TENANT OBLIGATIONS**

The Tenant shall be obligated as follows:

- A. Not to assign the lease or sublease or transfer possession of the Dwelling Unit or any part thereof; or permit the use of the premises for any purposes other than as a private dwelling solely for the Tenant and family members appearing on this Lease. This does not exclude visitors of the Tenant from occupying premises for a reasonable length of time except that visits beyond one week shall require the written approval of MCHA and visitors may not occupy the premises for more than fourteen (14) days within a twelve (12) month period. Visitor status shall be assumed if the person claiming such status maintains a separate domicile.
- B. Not to provide accommodations for boarders or lodgers;
- C. To use the Dwelling Unit solely as a private dwelling for the Tenant and the Tenant's household as identified in this Lease and not to use or permit its use for any other purpose;

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

(ii) For purposes of this lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. Section 802));

- M. To perform seasonal tasks as requested by MCHA including watering and mowing of lawns and snow and ice removal, and to maintain yards and side yards of detached and semi-detached housing units.
- N. Tenants may be allowed to keep pets as outlined in the PET POLICY.
- O. To report any pests which are observed in the dwelling unit. MCHA reserves the right to provide routine pest control services at no cost to the Tenant. However, should an extended, or more concentrated service be required due to housekeeping or other conditions caused by the Tenant, or refusal of routine service by the Tenant, then the Tenant will be charged the actual cost of this extended or concentrated service. To prepare for the pest control services, the Tenant may be required at MCHA's request to remove all items from cabinets, shelves, and drawers in kitchen and pantry areas, (place on kitchen table and cover); pull range and refrigerator units from wall, and clean under and behind such units; remove all items from closet shelves and floor; move all hanging clothes to the center of the rods; pull all furniture from the wall; and cover all unpacked food items including those in the refrigerator.
- P. Upon notice from MCHA, remove from any parking place within the development any unlicensed or inoperable vehicle or other vehicle under repair owned by the Tenant or members of Tenant's household or guests. Any vehicle remaining in a parking area twenty-four (24) hours after such notice shall be considered abandoned and may be disposed of by MCHA with the cost of removal and disposal assessed against Tenant.
- Q. Tenant shall use reasonable care to keep his/her Dwelling Unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify MCHA promptly of known need for repairs to his/her Dwelling Unit, and of known unsafe conditions of the grounds of the unit which may lead to damage or injury. Except for normal wear and tear, Tenant shall pay reasonable charges for repair of intentional or negligent damage to the Dwelling Unit or the development caused by Tenant, his/her family dependents, or guests; or for services performed by MCHA because of Tenant's failure to adequately maintain the grounds on which the Dwelling Unit is located.
- R. Tenant shall pay rent in advance on the first day of each month without demand.

- S. Tenant shall keep all MCHA appliances and equipment reasonably clean and use reasonable care in their use, operation, and maintenance at all times.
- T. Tenant shall keep the yard neat and free of junk storage. Trash in trash cans with lids must be kept outside in the designated garbage areas and at no time stored in the unit.
- U. Tenant shall not permit any objectionable or disorderly conduct, offensive language, noise or create or permit the creation of a nuisance on the premises which will disturb or interfere with other tenants'/neighbors' rights to peaceful enjoyment of the premises.
- V. Tenant shall not install any antenna, radio equipment, and/or other communication devices that would disturb or interfere with other tenants' right to peaceful enjoyment of the premises.
- W. No additional or new locks may be installed on any doors without prior written approval by MCHA.
- X. Water must not be allowed to overflow by leaving faucets open. Toilets and other water apparatus shall not be used for any purposes other than those for which they were constructed.
- Y. Windows and doors must not be left open in cold weather whereby water pipes will freeze.
- Z. Tenant agrees to promptly notify MCHA of any conditions in the unit that are dangerous to health or safety of Tenant or other tenants, or which may do damage to the premises or waste utilities provided by the MCHA. Damages done by third parties must be reported to local police department as well as MCHA. Tenant may be held responsible for damages done by their guests.
- AA. Tenants are responsible for paying the rent and any other money due to MCHA under this Lease or as a result of any breach of this Lease, and each and every Tenant is individually responsible for paying the full amount of such debts, not just a proportionate share.
- BB. Tenant agrees to give MCHA notice in writing when the premises are to be vacant for two weeks or more, but such notice shall not render MCHA responsible for any personal property of any nature or description left in or on the Dwelling Unit during Tenant's absence.
- CC. **The tenant shall not tamper with, disconnect, or render their smoke and carbon monoxide detector(s) inoperable in any way. There will be a charge per smoke and/or carbon monoxide detector for this**

violation. The charge is posted in MCHA's central office. A second violation of this offense will be an automatic termination of the dwelling lease.

- DD. The tenant shall not allow individuals that are banned from MCHA property as guests of their unit or as guests on the MCHA property. Repeated violation may result in termination of the dwelling lease.

## **9. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY**

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

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

## **10. PRE-OCCUPANCY AND POST-TERMINATION INSPECTIONS**

- A. **Pre-Occupancy Inspection.** MCHA and the Tenant or the Tenant's representative shall inspect the Dwelling Unit prior to commencement of occupancy by the tenant. MCHA shall furnish the Tenant with a written statement of the condition of the Dwelling Unit and the equipment provided with the unit. The statement shall be signed by MCHA and the Tenant and a copy of the statement shall be retained by MCHA in the Tenant's file.

**B. Post-Termination Inspection.** MCHA shall inspect the Dwelling Unit at the time the Tenant vacates the unit and furnish the Tenant with a statement of any charges to be made in accordance with this Lease. MCHA shall notify the Tenant of the inspection, and the Tenant or the Tenant's representative may join in the inspection, unless the Tenant vacates the Dwelling Unit without having given prior written notice to MCHA.

**C. Interim Inspections.** MCHA may perform interim inspections of the Dwelling Unit to review maintenance and housekeeping. Failure of the Tenant to maintain good housekeeping and properly report maintenance items is grounds for termination of the Lease and eviction from the Dwelling Unit.

## **11. ENTRY OF THE DWELLING UNIT DURING THE TERMS OF THIS LEASE**

**A.** During the term of this Lease, MCHA, its employees, agents and representatives, shall, upon reasonable advance notification to the Tenant, be permitted to enter the Dwelling Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, for showing the Dwelling Unit for re-leasing, or for other good cause.

**B.** MCHA may enter the Dwelling Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

**C.** Without prior notification, MCHA maintenance employees (or MCHA service contractors) may enter units where the tenants are not at home to perform tenant requested maintenance or service work.

**D.** If the Tenant and all adult members of the household are absent from the Dwelling Unit at the time of entry, MCHA shall leave in the Dwelling Unit a written statement specifying the date, time, and purpose of entry prior to leaving the Dwelling Unit.

## **12. NOTICES**

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

**B. Notice to MCHA.** Any notice required or permitted to be given to MCHA under this Lease shall be in writing and delivered to the MCHA central management office or sent by prepaid first class mail properly addressed to MCHA.

**13. TERMINATION OF LEASE**

**A. Termination by Tenant.** This lease may be terminated by the Tenant at any time by providing thirty (30) days' prior written notice to MCHA in the manner specified in Section 12.

**B. Termination by MCHA.** MCHA may terminate the Lease for serious or repeated violations of material terms of the Lease, including but not limited to failure to pay rent and other charges when due, failure to abide by the Tenant's obligations under this Lease, or other good cause.

**C. Criminal Activity Grounds for Termination by MCHA.** MCHA has a One Strike or "Zero Tolerance" policy with respect to violation of Lease terms regarding criminal activity. Either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under their control shall be cause for termination of this Lease and eviction from the Dwelling Unit, even in the absence of an arrest or conviction:

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

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

**D. Termination on Alcohol Abuse Grounds.** Alcohol abuse by the Tenant, any member of the household, a guest or another person under their control is grounds for termination of Lease if MCHA determines such alcohol abuse interferes with the health, safety or right to peaceful enjoyment of the MCHA public housing premises by other tenants.

**E. Termination by MCHA for Failure of Tenant to Comply with the Community Service and Family Self-Sufficiency Requirements of the Quality Housing and Work Responsibility Act of 1998.**

**F. Notice of Lease Termination.**

- (i) MCHA shall give written notice of lease termination of:
  - (a) Fourteen (14) days in the case of failure to pay rent or other charges;
  - (b) A reasonable time considering the seriousness of the situation (but not to exceed 14 days) when the health or safety of other tenants or MCHA employees is threatened;
  - (c) Thirty (30) days in all other cases.
- (ii) The notice of lease termination to the Tenant shall state the specific grounds for termination of the Lease and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine MCHA documents directly relevant to the termination or eviction as outlined in subsection 13G below. When MCHA is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the MCHA Grievance Procedure.
- (iii) Any notice to vacate which is required by State or local law will run concurrently with a notice of lease termination under this Lease.
- (iv) When MCHA is required to afford the Tenant the opportunity for a hearing under the MCHA Grievance Procedure for a grievance concerning a lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (v) When MCHA is not required to afford the Tenant the opportunity for a hearing under the MCHA Grievance Procedure for a grievance concerning a lease termination, and MCHA has decided to exclude such grievance from the MCHA Grievance Procedure, the notice of lease termination shall:
  - (a) State that the Tenant is not entitled to a grievance hearing on the termination;
  - (b) Specify the judicial eviction procedure to be used by MCHA for eviction of the Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations; and
  - (c) State whether the eviction is for criminal activity or for drug-related criminal activity.

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

- (i) **MCHA Discretion to Consider Circumstances.** In deciding to evict for criminal activity, MCHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, MCHA may, in its sole and absolute discretion, permit continued occupancy by remaining family members and may impose a condition that family members who engage in the proscribed activity will not reside in the unit. MCHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- (ii) **Notice to Post Office.** When MCHA evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, MCHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit.

**H. Right to Examine MCHA Documents before Hearing or Trial.** MCHA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an MCHA grievance hearing or court trial concerning the termination of a tenancy or eviction, any documents including records and regulations, which are in the possession of MCHA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such document, at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine MCHA documents concerning the termination of tenancy or eviction. If MCHA does not make documents available for examination upon request by the Tenant, MCHA may not rely on such documents at the grievance hearing.

#### **14. GRIEVANCE PROCEDURE**

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

#### **15. MODIFICATION**

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

**16. POSTING OF POLICIES, RULES AND REGULATIONS**

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

**17. ACCOMMODATIONS OF PERSONS WITH DISABILITIES**

- A. For all aspects of the lease and grievance procedure, a disabled person shall be provided reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the Dwelling Unit equal to a non-disabled person.
- B. MCHA hereby provides notice to the Tenant that the tenant may, at any time during the term of this Lease, request reasonable accommodation for a disabled household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

**18. ABANDONMENT**

MCHA will consider a unit to be abandoned when a Tenant has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a MCHA representative may enter the unit and remove any abandoned property. A notice will be mailed to the Tenant stating that the property will be sold and/or disposed of by MCHA. If MCHA does not have a new address for the Tenant, the notice will be mailed to the unit address so it can be forwarded by the post office.

Any money raised by the sale of the property goes to cover money owed by the family to MCHA such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known MCHA will mail it to the family. If the family's address is not known, MCHA will keep it for the Tenant for one year. If it is not claimed within that time, it belongs to MCHA.

**19. MISCELLANEOUS**

Tenant acknowledges that he or she has read and understands this Lease Agreement and the rules and regulations of MCHA as amended from time to time.



## Chapter 15

### DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

#### **INTRODUCTION**

The PHA may deny or terminate assistance for a family because of the family's action or failure to act. The PHA will provide families with a written description of the family obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the PHA's informal hearing procedures. This chapter describes when the PHA is required to deny or terminate assistance, and the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

#### **A. GROUNDS FOR DENIAL/TERMINATION** [24 CFR 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the PHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

#### **Form of Denial/Termination**

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a tenancy
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Termination of assistance due to insufficient funding

**Mandatory Denial and Termination** [24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)]

The PHA must deny assistance to applicants, and terminate assistance for participants if the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the PHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)

The PHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that any household member is currently engaging in illegal use of a drug. See section B of this chapter for the PHA's established standards.

The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. See Section B of this chapter for the PHA's established standards.

The PHA must deny admission to an applicant if the PHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. See section B of this chapter for the PHA's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The PHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.

The PHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

**Grounds for Denial or Termination of Assistance** [24 CFR 982.552(c)]

The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

If any family member violates any family obligation under the program as listed in 24 CFR 982.551.

If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.

If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any violent criminal activity.

Any member of the family has been evicted from federally assisted housing in the last three years.

If any PHA has ever terminated assistance under the program for any member of the family.

If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

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

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. The PHA at its discretion may offer the family the opportunity to enter into a repayment agreement. The PHA will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)

The family has engaged in or threatened abusive or violent behavior toward PHA personnel.

"Abusive or violent behavior towards PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

"Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. See section B of this chapter.

If any member of the family commits drug-related criminal activity, or violent criminal activity. (See Section B of this chapter and 982.553 of the regulations)

Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.

**B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER  
CRIMINAL ACTIVITY**

**Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of Menard County Housing Authority to fully endorse and implement a policy designed to:

Help create and maintain a safe and drug-free community

Keep our program participants free from threats to their personal and family safety

Support parental efforts to instill values of personal responsibility and hard work

Help maintain an environment where children can live safely, learn and grow up to be productive citizens

Assist families in their vocational/educational goals in the pursuit of self-sufficiency

**Administration**

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the PHA's bulletin board and copies made readily available to applicants and participants upon request.

## **Screening of Applicants**

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the PHA will endeavor to screen applicants as thoroughly and fairly as possible **for drug-related and violent criminal behavior.**

Such screening will apply to any member of the household who is 18 years of age or older.

## **HUD Definitions**

*Covered person*, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

*Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

*Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

*Guest*, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, 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. The requirements of part 982 apply to a guest as so defined.

*Household*, for the purposes of 24 CFR Part 982 and this chapter, means the family and PHA-approved live-in aide.

*Other person under the tenant's control*, for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, 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 purposes is not *under the tenant's control*.

*Violent criminal activity* means any criminal 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.

### **Standard for Violation**

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

“Engaged in or engaging in” violent criminal activity means any act within the past [specify number of] years by an applicant or participant or household member which involved criminal 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, which [resulted in] [did or did not result in] the arrest and/or conviction of the applicant, participant, or household member..

The activity is being engaged in by any family member.

The existence of the above-referenced behavior by any household member, regardless of the applicant or participant’s knowledge of the behavior, shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

### **Drug Related and Violent Criminal Activity**

Ineligibility for admission if Evicted for Drug-Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a 3-year period beginning on the date of such eviction.

Exceptions may be made if:

The circumstances leading to eviction no longer exist because the criminal household member has died.

### **Applicants will be denied assistance if they have been:**

Arrested, convicted, or evicted from Federally assisted housing for violent criminal activity within the last 3 years prior to the date of the certification interview.

### **Denial of Assistance for Sex Offenders**

The PHA will deny admission if any member of the household is a convicted sex offender. In screening applicants, the PHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

## **Termination of Assistance for Participants**

### **Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity:**

Under the family obligations listed at 24 CFR 982.551, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. HUD regulations at 24 CFR 982.553(b) require the PHA to establish standards for termination of assistance when this family obligation is violated. The Authority has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance may be terminated for participants who have been:

Arrested/convicted/evicted from a unit assisted under any Federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last 3 years prior to the date of the notice to terminate assistance.

If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, the PHA will terminate assistance. In appropriate cases the Authority may at its discretion permit remaining family members to consider receiving assistance.

The PHA may waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or

The circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or violent criminal activity is no longer in the household due to death.

## **Terminating Assistance for Alcohol Abuse by Household Members**

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the PHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Assistance will be terminated if a household member is arrested, convicted, or incarcerated for any alcohol-related criminal activity on or near the premises.

In appropriate cases, the PHA may at its discretion permit the family to continue receiving assistance provided that household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

### **Notice of Termination of Assistance**

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written notice which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an informal hearing must be received by the PHA.

If the PHA proposes to terminate assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant with a copy of the criminal record.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

## **Required Evidence**

*Preponderance of evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

*Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The PHA will terminate assistance for criminal activity by a household member, as described in this chapter, if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

The PHA may terminate assistance for criminal activity by a household member under this section if the PHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

### **Confidentiality of Criminal Records**

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance and to upper level Section 8 management.

Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

**C. FAMILY OBLIGATIONS** [24 CFR 982.551]

The family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.

The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family as described in 982.404(b).

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

The family may not commit any serious or repeated violations of the lease.

The family must notify the owner and, at the same time, notify the PHA before the family moves out of the unit or terminates the lease upon notice to the owner.

The family must promptly give the PHA a copy of any owner eviction notice.

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or PHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit.

The family must not own or have any interest in the unit.

The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

### **Housing Authority Discretion** [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The PHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The PHA may also review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

The PHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. The PHA may permit the other members of a family to continue in the program.

### **Enforcing Family Obligations**

#### **HQS Breach**

The **inspector or supervisor** will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Housing Programs Coordinator.

## Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

**If the owner terminates tenancy through court action for serious or repeated violation of the lease.**

**If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the PHA determines that the cause is a serious or repeated violation of the lease based on available evidence.**

**If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and**

**If there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.**

**Nonpayment of rent is considered a serious violation of the lease.**

## Notification of Eviction

If the family requests assistance to move and they did not notify the PHA of an eviction after receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

The PHA will deny a family's request to add additional family members who are:

Persons who have been evicted from public housing.

Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations.

Adult members who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.

Persons who commit drug-related criminal activity or violent criminal activity.

Persons who do not meet the PHA's definition of family.

Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.

### Family Member Moves Out

Families are required to notify the PHA if any family member leaves the assisted household. When the family notifies the PHA, they must furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

### Limitation on Profit-Making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the PHA determines the business is not legal, it will be considered a program violation.

### Interest in Unit

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

### Fraud

In each case, the PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims.

**D. PROCEDURES FOR NON-CITIZENS** [24 CFR 5.514, 5.516, 5.518]

**Denial or Termination due to Ineligible Immigrant Status**

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

**False or Incomplete Information**

When the PHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the PHA will give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

The PHA will then verify eligible status, deny, terminate, or prorate as applicable.

The PHA will deny or terminate assistance based on the submission of false information or misrepresentation.

**Procedure for Denial or Termination**

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

**E. ZERO (\$0) ASSISTANCE TENANCIES** [24 CFR 982.455 (a)]

The family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

**F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION**  
[24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the PHA in full. Any amounts owed in the amount lesser than \$50.00 must be paid in full.

**G. MISREPRESENTATION IN COLLUSION WITH OWNER**

[24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

## **H. MISSED APPOINTMENTS AND DEADLINES** [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

Eligibility for Admissions

Verification Procedures

Certificate/Voucher Issuance and Briefings

Housing Quality Standards and Inspections

Recertifications

Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

Medical emergency

Family emergency

### **Procedure when Appointments are Missed or Information not Provided**

For most purposes in this Plan, the family will be given 2 opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

The notice may be rescinded if the family offers to cure and the family does not have a history of non-compliance.

**I. TERMINATION OF ASSISTANCE DUE TO INSUFFICIENT FUNDING** (24 CFR 982.454)

The Authority may terminate HAP contracts, not renew expiring vouchers or not issue turnover vouchers if the Authority determines that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

The Authority will ensure that current elderly and disabled voucher families are protected against “significant impacts” resulting from adjustments made by the Authority to maintain its voucher program within budget. The Menard County Housing Authority defines terminating HAP contracts, not renewing expiring vouchers or not issuing turnover vouchers to elderly or disabled voucher families as “significant impacts”.

The Authority will also protect voucher families in the Prairie Place and County Estates properties due to commitments to these properties and IHDA (Illinois Housing Development Authority). The Menard County Housing Authority defines terminating HAP contracts, not renewing expiring vouchers or not issuing turnover vouchers to voucher families in the Prairie Place and County Estates properties as “significant impacts” to the availability of suitable rental properties that are affordable to low-income families in Menard County. The Prairie Place and County Estates properties were specifically built to alleviate an acute shortage of suitable rental properties that are affordable to low-income families in Menard County.

Should the Authority elect to terminate assistance due to insufficient funds, HAP contracts may be terminated beginning with the newest contracts and working to the oldest; vouchers may not be renewed as they expire; and vouchers may not be issued as they turnover. Assistance to current voucher families in the Prairie Place and County Estates properties and elderly and disabled voucher families will be the last terminated and only if absolutely mandatory for the survival of the program.

**J. PROTECTION OF VICTIMS OF DOMESTIC VIOLENCE FROM BEING DENIED OR TERMINATED FROM HOUSING** (Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437f )

Incidents of domestic violence, dating violence, or stalking shall not be good cause for denying victims access to or termination from the Housing Choice Voucher Program or for terminating a lease held by a victim of such violence.

Within fourteen days upon request by the Authority or landlord, victims of domestic violence, dating violence, or stalking must certify via a HUD approved certification form their status as victims and that the incident in question was a bona fide incident of domestic violence, dating violence, or stalking by presenting appropriate documentation to the Authority and/or landlord. The fourteen day timetable may be extended by the Authority or landlord. Victims of domestic violence, dating violence, or stalking may satisfy the certification requirements by:

- Providing documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation; or,
- Producing a Federal, State, tribal, territorial, or local police or court record.

At their discretion the Authority or landlord may provide benefits to a victim of domestic violence, dating violence, or stalking based solely on the victim's statement or other corroborating evidence.

Nothing prevents a victim who has committed a crime or violated a lease from being evicted or terminated.

**ATTACHMENT E (il028e01)**

**6. Demolition and Disposition**

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

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

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

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Athens (IL028-02) and Oakford (IL028-05)
1b. Development (project) number: IL28-02 and IL028-05
2. Activity type: Demolition <input checked="" type="checkbox"/> 3 units IL028-02 Disposition <input checked="" type="checkbox"/> 10 units IL028-05
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: July 2007 Begin process of preparing Section 18 Demolition/Disposition Applications
5. Number of units affected: 13 total; 3 demolish, 10 disposition
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development IL028-02 demolish 3 of 16 units; replace one for one <input checked="" type="checkbox"/> Total development IL028-05 dispose of all 10 units; replace one for one
7. Timeline for activity: a. Actual or projected start date of activity: July 2007 b. Projected end date of activity: June 2010

Within the next five years the Authority plans to dispose of the Mentor Graham building, a special use community building that is currently occupied by the Menard County Health Department

**ASSET MANAGEMENT PLAN SUMMARY**

The approach is to replace demolished or disposed public housing units with new public housing units using RHF and CFP funds.

**PUBLIC HOUSING:**

**Petersburg**

IL028-3	47 units	Keep and upgrade as public housing
IL028-8	24 Units	Keep and upgrade as public housing
IL028-9	50 Units	Keep and upgrade as public housing

**Tallula**

IL028-6	10 Units	Keep new 2-3BR duplex (fire replacement) as public housing. Keep and maintain remaining 8 units as public housing for next 5 years then decide what to do based upon what is happening with the town of Tallula. Replace aluminum wire in the 8 public housing units now
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**Oakford**

IL028-5	10 Units	Demolish/Dispose of all 10 public housing units and replace with 4-2BR elderly public housing units in Greenview and 4-2BR elderly handicap and 2-3BR family public housing units in Athens.
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**Athens**

IL028-2	16 Units	Demolish and replace 3 public housing DU's now (1-3BR at 203 West Monroe and 1-1BR/1-2BR at 801 and 803 North Main). Keep and maintain the remaining 13 public housing units for 10 years then decide what to do (i.e. demolish and replace with elderly handicap and/or homeownership). New construction will include the three units demolished in Athens and six disposed units in Oakford:
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- 4-2BR elderly handicap public housing units
- 2-3BR family public housing units
- 3-3BR family public housing units for Section 32 sale

Build 2 to 4 homes in existing subdivisions for sell each year using HOME, CDBG, Bond Cap, etc

IL028-4	20 Units	Keep and upgrade as public housing
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<b><u>Greenview</u></b>	4 Units	Construct four new 2BR elderly public housing units
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ATTACHMENT F (il028f01)

**PRAIRIE PLACE: (New Tax Credit Homes)**

Athens

- Single family 13 units (5-2BR, 7-3BR, 1-4BR)

Petersburg

- Single family 7 units (1-2BR, 4-3BR, 2-4BR)

**COUNTY ESTATES: (New Construction in Progress)**

Greenview

- Single family 19 units (4-2BR, 13-3BR, 2-4BR)

Athens

- Single family 13 units (8-3BR, 5-4BR)

Petersburg

- Antle Street (4-3 plexes) 12 -2BR Elderly, handicap and family
- Georg Road duplex 2-2BR Elderly, handicap and family
- Vogt Road Extension (by IL28-9) duplexes 14-3BR
- 5<sup>th</sup> and 14<sup>th</sup> street single family 8 units  
14<sup>th</sup>: 3-3BR, 1-4BR  
5<sup>th</sup>: 2-3BR, 2-4BR

## ATTACHMENT G (il028g01)

### MENARD COUNTY HOUSING AUTHORITY

#### PET POLICY

Per the requirements of 24 CFR Part 5.35 and 24 CFR Part 960, “a resident of a dwelling unit in public housing may own one (1) or more common household pets or have one (1) or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations and with the following policies”.

#### 1.0 Application for Pet Permit

Prior to housing any pet on the premises, the resident shall apply to the Menard County Housing Authority (MCHA) for a pet permit which shall be accompanied by the following:

- 1.1 A current license issued by the appropriate authority, if applicable; and
- 1.2 Evidence that the pet has been spayed or neutered, as applicable; and
- 1.3 Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable, and
- 1.4 Evidence of payment of a \$100 refundable pet deposit for each dog or cat. Pet deposits are not required for birds, fish aquariums, hamsters, guinea pigs and gerbils. Pet deposits are non-interest bearing and may be gradually paid at the rate of \$50 when the cat or dog is brought on the premise then \$10 per month until the deposit is paid. This refundable pet deposit must be paid in addition to MCHA’s standard security deposit; and
- 1.5 Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. This identification of an alternate custodian must occur prior to the Housing Authority issuing a pet registration permit and must be kept current. Custodian must state in writing to MCHA that they are willing to be the pet caregiver. MCHA must have the custodian’s name, address and phone number.

#### 2.0 Pet Rules

## ATTACHMENT G (il028g01)

All residents with pets permitted to be kept under this policy shall comply with the following rules:

- 2.1 Permitted pets are domesticated dogs, cats, birds in cages, fish aquariums, hamsters, guinea pigs and gerbils. All other animals not listed are specifically excluded.
- 2.2 Birds, hamsters, guinea pigs, and gerbils are considered caged animals and must be kept in a cage.
- 2.3 The weight of the dog or cat may not exceed thirty (30) pounds (adult size) and the height of the dog or cat may not exceed eighteen inches at the shoulder (adult size).
- 2.4 A maximum total of two pets are allowed; however combinations of two dogs, two cats or a dog and a cat are not allowed. Examples of acceptable combinations include, but are not limited to: two caged animals, two aquariums, one caged animal and one aquarium, one caged animal and a dog, one caged animal and a cat, one aquarium and a dog, and one aquarium and a cat.
- 2.5 Dogs and cats must be licensed yearly with the County and/or City and residents must show proof of annual rabies and distemper booster inoculations required by state or local law.
- 2.6 Vicious and/or intimidating dogs will not be allowed, including, but not limited to such breeds as Dobermans, German Shepherds, Chows, Pit Bulls, Rockweilers, etc
- 2.7 All dogs and cats must be spayed or neutered, as applicable.
- 2.8 Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
- 2.9 When taken outside the unit, dogs and cats must be kept on a leash, controlled by an adult.
- 2.10 Birds, hamsters, guinea pigs and gerbils must be confined to a cage at all times. Fish must be confined to an aquarium not to exceed 10 gallons in size.
- 2.11 Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.

## ATTACHMENT G (il028g01)

- 2.12 Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
- 2.13 Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the building. If the resident fails to dispose of the waste or droppings, MCHA will charge \$5.00 per incident for waste pickup and/or removal.
- 2.14 Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- 2.15 If pets are left unattended for a period of twenty-four (24) hours or more, MCHA may enter the dwelling unit, remove the pet and transfer it to the designated custodian or if unavailable, to the proper authorities, subject to the provision of state law and pertinent local ordinances. MCHA accepts no responsibility for the animal under such circumstances.
- 2.16 Residents shall not alter their unit, patio or grounds area in order to create an enclosure for any pet.
- 2.17 Residents are responsible for all damages caused by their pets, including the cost of cleaning of carpets and/or fumigation of units.
- 2.18 Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of MCHA.
- 2.19 At recertifications, residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to MCHA issuing a pet registration permit and then must be kept current.
- 2.20 Visitors are not allowed to bring pets and the residents shall not engage in “pet-sitting”.
- 2.21 No animals shall be tied up on the outside or left unattended. No doghouses, animal runs, etc., will be permitted.
- 2.22 These rules may be amended from time to time, as necessary, by MCHA and such amendments shall be binding on the residents upon notice thereof.

**ATTACHMENT G (il028g01)**

2.23 Exception: The above rules may be waived in the case of an animal required by Doctor's written authorization to aid in the care of a visually, hearing or other impaired handicapped resident. Proper certification will be required if the animal is indeed properly trained to serve in this capacity.

**3.0 Pet Rule Violations**

Residents who violate these rules are subject to:

- Being required to get rid of the pet within 14 days of written notice by MCHA; and/or
- Eviction.

The privilege of maintaining a pet in a facility owned and/or operated by MCHA shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to MCHA's Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

A breach of any of the foregoing rules constitutes a breach of the resident's lease and can result in not only in the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. Further, the resident is subject to the Animal Control Act, Section 351 et. seq. of Chapter 8 of the Illinois Revised Statutes. The election of a remedy by MCHA for a resident's breach of the forgoing rules is not exclusive and MCHA may thereafter pursue any of the various remedies set forth in the lease as MCHA may, in its discretion, decide.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
Date

**EQUAL OPPORTUNITY HOUSING PLAN  
FOR  
SECTION 8 EXISTING HOUSING PROGRAM  
FOR THE  
MENARD COUNTY HOUSING AUTHORITY IL028  
101 W. Sheridan Road, PO Box 168  
Petersburg, IL 62675**

Initial Plan: April 28, 1980  
Updated Plan: December 14, 2006

**1.0 PLAN FORMAT**

This Equal Opportunity Housing Plan is developed per the requirements of Handbook 7420 following the sample format presented in Appendix 19. The Menard County Housing Authority (MCHA) currently administers 99 Existing Housing Section 8 Housing Choice Vouchers.

**2.0 UPDATED PLAN**

The Menard County Housing Authority developed and submitted its initial Equal Opportunity Housing Plan on April 28, 1980. This document updates MCHA's initial Plan.

**3.0 OBJECTIVE I – OUTREACH TO LOWER-INCOME FAMILIES**

**Actions to be taken:**

**The following items are applicable to MCHA's Existing Housing Program**

**1. Media to be used (name and type):**

- a. Local newspapers:
  - Petersburg Observer
  - Menard county ReviewBoth are weekly publications and cover Menard County
- b. MCHA's internet website: [www.menardcha.org](http://www.menardcha.org)

## MCHA EQUAL OPPORTUNITY HOUSING PLAN

### **2. Other suitable means to be used to publicize program:**

- a. Community meetings
- b. Landlord meetings
- c. Church bulletins and meetings
- d. University of Illinois Extension, group meetings
- e. Brochures in waiting areas of agencies that provide services to low-income families in the County, in the County Courthouse, and in the City Hall buildings in Athens and Petersburg
- f. Word of mouth (Best means)

### **3. Group or groups less likely to apply, if any:**

Elderly citizens living in rural homes outside of the towns.

### **4. Special outreach to groups identified in 3:**

Through Senior Services of Central Illinois, Department of Human services, Churches and repeated newspaper advertisements.

### **5. Special outreach to persons expected to reside, if identified in HAP:**

First a county-wide Landlord meeting, then meetings with the organizations listed above.

## **4.0 OBJECTIVE II – PROMOTING GREATER HOUSING OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATIONS**

### **Action to be taken:**

**The following items are applicable to MCHA's Existing Housing Program**

#### **1. Media to be used to notify owners about the program (name and type):**

- a. Local newspapers:
  - Petersburg Observer
  - Menard county ReviewBoth are weekly publications and cover Menard County
- b. MCHA's internet website: [www.menardcha.org](http://www.menardcha.org)

## **MCHA EQUAL OPPORTUNITY HOUSING PLAN**

### **2. Actions to encourage participation by owners of units outside low-income and minority areas:**

Public meetings are routinely held in each of the incorporated communities in the County to explain the program to landlords, renters, and the general public.

### **3. Actions to explain program requirements including equal opportunity to owners:**

Through public meetings, MCHA's internet website, newspaper articles, and letters and brochures mailed to known landlords that may or may not have properties leased to Voucher Holders.

### **4. Information on local, State and Federal Fair Housing laws and use of Form HUD 903.1 to be provided as follows:**

Copies of all applicable laws and forms, and MCHA's statement of obligation as defined by Federal and State statute, are available for review at MCHA's central office. Form HUD 903.1 is displayed on the bulletin board in MCHA's central office. Interested persons are also directed to HUD's website for additional information and HUDCLIPS for forms in electronic format.

### **5. Information on general locations and characteristics of neighborhoods and on listings, to be provided to Voucher Holders as follows:**

MCHA develops and maintains a list of available rental units in its central office for all to see. Persons may request copies of the list by phone, mail or email.

### **6. Actions to be take to assist Voucher Holders during housing search, when requested:**

MCHA freely gives any information it has on available units to all who ask.

### **7. Actions taken to promote broadest geographical choice in selection of units by Voucher Holders, if any:**

MCHA actively recruits landlords from all over the County. All rental units qualifying in the program are listed when available and families searching for housing are encouraged to consider each unit best filling their needs.

### **8. Geographical areas in which MCHA's Vouchers may be used:**

## MCHA EQUAL OPPORTUNITY HOUSING PLAN

Throughout Menard County and all municipalities in the County. Voucher Holders may also elect to port outside the County.

### **5.0 OBJECTIVE III – ENSURING EQUAL OPPORTUNITY TO APPLICANTS FOR PARTICIPATING IN MCHA’S EXISTING HOUSING CHOICE VOUCHER PROGRAM**

#### **Actions to be taken:**

#### **1. System for taking, processing and filing applications; establishing waiting list:**

These systems are defined in detail in MCHA’s Section 8 Admin Plan, a copy of which is attached. The Admin Plan is reviewed annually by MCHA staff and the Resident Advisory Board and any proposed changes approved by MCHA’s Board of Commissioners. The amended Admin Plan is then made a part of MCHA’s Housing Agency Plan which is submitted annually to HUD for review and approval.

#### **2. Preference or priority categories in order, if any, for issuance of Housing Choice Vouchers and method used for selection of Voucher Holders or applicants to be referred to owners of vacant moderately rehabilitated units:**

See MCHA’s Section 8 Admin Plan as described above.

### **6.0 OBJECTIVE IV – PROVISION OF SERVICES AND ASSISTANCE TO FAMILIES THAT ALLEGE THEY HAVE ENCOUNTERED DISCRIMINATION DURING THEIR HOUSING SEARCH**

#### **Actions to be taken:**

#### **1. Services to be provided in finding a unit under the Existing Housing Program:**

MCHA will discuss Federal and State laws pertaining to tenant/landlord rights and discrimination and provide a list of available rental units in Menard County and municipalities. MCHA will contact HUD FHEO for guidance and assistance as required.

#### **2. Assistance to be given to Voucher Holders or applicants referred to owners of vacant moderately rehabilitated units in the exercise of their rights under Federal, State and/or local law and name of persons responsible for giving assistance; training of these persons:**

**MCHA EQUAL OPPORTUNITY HOUSING PLAN**

A copy of MCHA’s organizational structure and job descriptions are attached. MCHA staff members that administer the Section 8 program have been certified by Nan McKay and are prepared to provide assistance as required.

**7.0 OBJECTIVE V – UTILIZATION OF A LOCAL FAIR HOUSING ORGANIZATION OR ORGANIZATION SERVING THE HANDICAPPED**

The PHA will subcontract with a Fair Housing Organization or Organization serving the Handicapped in its Existing Housing or Moderate Rehabilitation Program(s). YES \_\_\_\_\_ NO  X

Name of Organization: There are no local Fair Housing Organizations nor organizations serving the handicapped in Menard County. Should such organization(s) be established, MCHA will outreach and fully cooperate with the agency or organization(s).

Services to be provided by this organization:

- a.
- b.
- c.
- d.
- e.
- f.

**8.0 OBJECTIVE VI – PROMOTING EMPLOYMENT OPPORTUNITY IN THE PHA’S EMPLOYMENT PRACTICES – EXISTING HOUSING OR MODERATE REHABILITATION PROGRAMS**

- 1. Existing or proposed staffing pattern by position, race/ethnicity, gender, and salary. (Asterisk staff members employed by PHA in other programs prior to making application for the Section 8 Existing Housing and/or Moderate Rehabilitation Program.)**

A copy of MCHA’s organizational structure and job descriptions are attached.

The Executive Director is MCHA’s chief executive officer and is responsible for all MCHA programs, including Section 8. The current Executive Director

## **MCHA EQUAL OPPORTUNITY HOUSING PLAN**

is the only MCHA employee on staff who was at the Authority when the Section 8 program was initially implemented. The current Executive Director was a Secretary/Office Manager when the Section 8 program was implemented. The Executive Director is a white female fulltime employee.

The Housing Programs Coordinator reports directly to the Executive Director and is responsible for handling MCHA's Section 8, public housing, tax credit and resident initiatives programs. The current Housing Programs Coordinator is a white, male fulltime employee.

The FSS Coordinator assists The Housing Programs Coordinator with administering the Section 8 program in addition to handling the Section 8 FSS Program. The current FSS Coordinator is a white, female fulltime employee.

Both the Housing Programs Coordinator and FSS Coordinator are certified.

### **2. Actions to be taken to promote equal opportunity in employment practices.**

MCHA is an equal opportunity employer. MCHA has a written Personnel Policy that details its employee recruitment, selection and hiring practices. The Personnel Policy was reviewed by MCHA's Resident Advisory Board and approved by MCHA's Board of Commissioners and HUD. When a position becomes vacant, the job is advertised widely in newspapers in Menard and surrounding counties. A committee of senior staff members interviews the applicants and makes a hiring recommendation to the Executive Director.

## **9.0 OBJECTIVE VII – EQUAL OPPORTUNITY FOR PARTICIPATION IN THE MODERATE REHABILITATION PROGRAM OF MINORITY AND SECTION 3 BUSINESSES**

### **1. Actions to be taken in developing and maintaining lists of local minority and Section 3 businesses:**

MCHA surveys its residents and program participants and maintains a list of interested persons and their education, training and job skills. In addition, MCHA surveys businesses in the county and maintains a list of minority and Section 3 businesses.

**MENARD COUNTY HOUSING AUTHORITY**

**RESIDENT INITIATIVES POLICY AND PROCEDURES**

**Accepted by Board Resolution #** 1166 **Dated** September 26, 1993  
**Amended by Board Resolution #** \_\_\_\_\_ **Dated** \_\_\_\_\_

**POLICY**

The Menard County Housing Authority supports a partnership with its residents to encourage activities regarding Resident Initiatives. Those initiatives may include, but are not limited to, Anti-Drug Strategy/Security, Resident Participation/Management, Home ownership opportunities and Economic Development/Self-Sufficiency.

**PROCEDURE**

**ANTI-DRUG STRATEGY/SECURITY**

When applying for a unit, all applicants are advised they must undergo criminal background checks and may be denied admission based upon the results. Applicants are also advised that upon admission to housing, the applicant, any member of the household, guest, or person under the applicant's control must not engage in criminal activity, which includes drug related criminal activity, since such criminal activity can be cause for termination of tenancy.

Information available from various local organizations will be distributed to residents concerning drug use in their community and the various programs in place that deal with identification, intervention and suppression of drug activity. Residents are also encouraged to take an active role in the security of the grounds and dwelling units. Menard County has a Crime Stoppers program, various Neighborhood Watch programs and active municipal and county wide law enforcement agencies which enable residents to report crimes in their community.

MCHA has agreements with all municipal and county wide law enforcement agencies to track crime and crime related problems in Menard County. Law enforcement agencies contact MCHA when problems occur on MCHA properties or involve MCHA residents. MCHA and law enforcement agencies jointly review crime and crime related problems on a routine scheduled basis.

**RESIDENT PARTICIPATION/MANAGEMENT**

## ATTACHMENT J (i1028j01)

MCHA has an established Resident Advisory Board (RAB) that includes representatives from each town and program served by the Authority. The RAB meets with MCHA on a routine scheduled basis to discuss all facets of MCHA's operations, policies, procedures, Asset Management Plan, Strategic Plan, Housing Agency Plan, Capital Fund Plan and budgets. RAB members talk with the residents and program participants they serve to keep them informed and to gather comments and suggestions for improving the quality of life and developments in which they reside. The RAB plays an important role in helping MCHA develop its annual and five year housing agency plans by providing input and suggestions.

### HOME OWNERSHIP OPPORTUNITIES

MCHA is a HUD Certified Housing Counseling Agency and provides housing counseling to low-income families in Menard County. MCHA works closely with all available resources to encourage interested public housing residents and Section 8 program participants to become homeowners. Information concerning home ownership opportunities from such organizations as Rural Development, Veterans Administration, Illinois Housing Development Authority and local bank programs for first time home buyers is made available to interested residents and program participants. Resident referrals are made to these programs when possible.

In addition to providing housing counseling, MCHA is developing and implementing a homeownership program as part of its Asset Management Plan. The program will involve acquiring and rehabbing existing homes as well as new construction using a wide variety of local, state and federal funding sources.

### ECONOMIC DEVELOPMENT/SELF-SUFFICIENCY

MCHA works in conjunction with local social service agencies already established to promote resident self-sufficiency. Residents are encouraged to seek additional education whether GED, adult education classes or college courses to prepare them for better job opportunities or to enhance their skills. Referrals are made to agencies offering educational opportunities and job skill training.

MCHA also encourages the employment of residents with organizations and agencies that provide services to the residents. MCHA assists parents in securing day care to enable them to return to school or to obtain employment.

ATTACHMENT K (il028k01)

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Menard County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06-P028-50105 Replacement Housing Factor Grant No:			Federal FY of Grant: 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: 3/31/2007 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	32,164	32,164	32,164	32,164
3	1408 Management Improvements	32,164	32,164	23,525.28	13,225.28
4	1410 Administration	32,164	36,849.14	36,849.14	30,521.33
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	25,154	25,154	4,637.50	1,683.05
8	1440 Site Acquisition				
9	1450 Site Improvement	5,000	5,000		
10	1460 Dwelling Structures	83,500	93,093	90,849.47	62,292.37
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	5,000	33,900	0	0
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	10,000	10,000	0	0
19	1501 Collateralization or Debt Service	44,178	1,000	0	0
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	269,324	269,324	188,025.39	139,886.03
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				

**ATTACHMENT K (il028k01)**

<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: Menard County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: IL06-P028-50105 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2005</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		32,164	32,164	32,164	32,164	
HA-Wide	Computer system upgrade and training	1408		11,500	11,500	23,525.28	13,225.28	
HA-Wide	Affordable housing technical assistance	1408		9,664	9,664			
HA-Wide	Commissioner and staff training	1408		11,000	11,000			
HA-Wide	Administration	1410		32,164	36,849.14	36,849.14	30,521.33	
HA-Wide	A/E and developer Fees	1430		25,154	25,154	4,637.50	1,683.05	
HA-Wide	Modernization work items	1460		5,000	5,000	0	0	
HA-Wide	Vehicle, tools and equipment	1475		5,000	33,900.02	0	0	
HA-Wide	Development activities	1499		10,000	10,000	0	0	
IL028-04	Comprehensive modernization	1460		78,000	0	0	0	
IL028-02	Re-roof	1460			26,785.72	35,647	23,367.45	
IL028-04	Re-roof	1460			35,506.65	47,253	30,975.45	
IL028-03	Abate floor tile	1460			3,677.47	3,677.47	3,677.47	
IL028-03	Replace floor tile	1460			17,351	0	0	
IL)28-06	Replace boiler	1460			4,272	4,272	4,272	
IL028-08	Exhaust vent rain shield units #15/#21	1460		500	500	0	0	
IL028-09	Central mail box station, Chester Rd	1450		5,000	5,000	0	0	
HA-Wide	Development Bond service	1501		44,178	1,000	0	0	

**ATTACHMENT K (il028k01)**

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Menard County Housing Authority			<b>Grant Type and Number</b> Capital Fund Program No: IL06-P028-50105 Replacement Housing Factor No:				<b>Federal FY of Grant: 2005</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	6/30/2007			6/30/2008			
IL028-02	6/30/2007			6/30/2008			
IL028-03	6/30/2007			6/30/2008			
IL028-04	6/30/2007			6/30/2008			
IL028-06	6/30/2007			6/30/2008			
IL028-08	6/30/2007			6/30/2008			
IL028-09	6/30/2007			6/30/2008			

**ATTACHMENT L (il028101)**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Menard County Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: IL06-P028-50106 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> 2006
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b> <input checked="" type="checkbox"/> <b>Performance and Evaluation Report for Period Ending: 3/31/2007</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$22,711		0	0
3	1408 Management Improvements	\$22,711		0	0
4	1410 Administration	\$22,711		0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$40,000		0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	\$4,000		0	0
10	1460 Dwelling Structures	\$106,960		0	0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	\$4,000		0	0
13	1475 Nondwelling Equipment	\$4,017		0	0
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$227,110		0	0
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**ATTACHMENT L (il028l01)**

<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: Menard County Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: IL06-P028-50106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		22,711		0	0	
HA-Wide	Computer system upgrade and training	1408		5,000		0	0	
HA-Wide	Technical Assist: Agency Plan/Operations	1408		8,711		0	0	
HA-Wide	Commissioner and staff training	1408		9,000		0	0	
HA-Wide	Administration	1410		22,711		0	0	
HA-Wide	A/E and development fees	1430		40,000		0	0	
HA-Wide	Parking and sidewalk repair	1450		4,000		0	0	
HA-Wide	Modernization work items	1460		4,000		0	0	
IL28-02	Replace roofs	1460	13 DU	40,560		0	0	
IL28-04	Replace roofs	1460	20 DU	62,400		0	0	
HA-Wide	Mentor Graham modernization	1470		4,000		0	0	
HA-Wide	Vehicle, tools and equipment	1475		4,017		0	0	

**ATTACHMENT L (il028l01)**

<b>Annual Statement/Performance and Evaluation Report</b>							
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b>							
<b>Part III: Implementation Schedule</b>							
PHA Name: Menard County Housing Authority			<b>Grant Type and Number</b> Capital Fund Program No: IL06-P028-50106 Replacement Housing Factor No:			<b>Federal FY of Grant: 2006</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	6/30/2008			6/30/2009			
IL028-04	6/30/2008			6/30/2009			
IL028-08	6/30/2008			6/30/2009			
IL028-09	6/30/2008			6/30/2009			



HA-Wide	1406 Operations	26,932
HA-Wide	1408 Computer software/training	8,000
HA-Wide	1408 Commissioner/staff training	9,932
HA-Wide	1408 Technical Assistance	9,000
HA-Wide	1410 Modernization Coordinator	26,932
HA-Wide	1430 A/E and development fees	41,500
HA-Wide	1460 Modernization work items	9,661
HA-Wide	1465.1 Replace appliances	2,500
HA-Wide	1475 Vehicles, tools & equipment	5,000
IL028-05	1485 Demolish six units	30,000
IL028-05	1495.1 Relocation Cost	6,000
IL028-	1499 Development activities	5,000
IL028-	1501 Development Bond service	88,867